

ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS

CALL TO ORDER THE SPECIAL MEETING OF MAY 24, 2016 AT 9:30 AM

ACKNOWLEDGEMENTS

A. Recognition For Bruce Quintana

NEW BUSINESS

A. Award Of The Vista Boulevard Multi-Use Trail Construction Project

On May 5, 2016 we received four bids for the Vista Boulevard Multi-Use Trail Construction project. The bid from Common Ground, Inc. was "low bid" at \$162,400.

The other bids were:

\$187,438.00 - UCAL, Inc.

\$213,357.75 - Russell Sand & Gravel Co. Inc.

\$225,086.26 – TC Pipeline, Inc.

About 30% of the project costs are covered by a grant (approved by the BoCC on February 2, 2016) from the Colorado Division of Parks & Wildlife. The remaining costs will be covered by the PLPOA, subject to the terms of an agreement made between PLPOA and the County on April 5, 2016.

As a partner in the project, the PLPOA Board has reviewed the bids and recommends making an award to the low bidder Common Ground. County staff also believe that the low bid is acceptable, and recommend making the award to Common Ground for \$162,400.

Presenter	Bentley Henderson
Presenter's Title	County Administrator

Documents: [VISTA BLVD TRAIL CONSTRUCTION BIDS.PDF](#), [2015 VISTA TRAIL CONTRACT DOCS - FINAL.PDF](#)

B. Award Of The Pagosa Regional Trails Engineering Contract

On February 2, 2016, the BoCC approved a grant from the Colorado Division of Parks & Wildlife. This grant provides funding for various segments of a regional trail network within the PLPOA subdivisions. The grant will cover about 30% of the total project costs, while the PLPOA will cover all other costs, including all of the costs of engineering.

Staff have reviewed the current On-Call list to determine the best available firm. Based upon past experience, familiarity with the project location and the firm location; and with the support of the PLPOA in making this decision, staff selected Davis Engineering. Staff requested and received a proposal from Davis Engineering to provide Design and Construction Engineering services for the following trail segments:

Vista Boulevard (Park to Lake Forest Circle)
North Pagosa Boulevard (Lake Forest Circle south to Edgewater)
North Pagosa Boulevard (Hatcher Circle to Saturn Drive)

The Davis proposal shows costs totaling \$99,000. The PLPOA have issued a guarantee that they will reimburse the County for all of these costs. Staff recommend awarding the Pagosa Regional Trails Engineering contract to Davis Engineering in an amount Not-To-Exceed \$99,000.

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents: [PLPOA ENGINEERING COST COMMITMENT.PDF](#), [DAVIS TRAILS PROPOSAL.PDF](#),
[ESA - 4194 2016-17 ENGINEERING SERVICES - PAGOSA REGIONAL TRAIL - DAVIS.PDF](#)

C. Consideration Of Resolution 2016 - _____ Committing Funds From The Board Of County Commissioners Contingency In Support Of The Purchase Of An ATV For The Upper San Juan Search And Rescue Organization

Per established protocol, attached is a resolution approving the commitment of funds to Search and Rescue equipment.

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents: [RESOLUTION DEDICATING COMMISSIONER CONTINGENCY TO USJSAR.PDF](#),
[POLARIS 6X6 ATV.PDF](#), [SAR STATS.PDF](#)

D. Consideration Of Resolution 2016 - _____ Authorizing The Purchase Of Real Property And The Execution Of Necessary Documents For The Purchase Of The Real Property Between Randolph M. Moity And The Board Of County Commissioners Of Archuleta County, Colorado

Presenter Bentley Henderson
Presenter's Title County Administrator

Documents: [RESOLUTION PURCHASING PROPERTY.PDF](#)

ADJOURNMENT OF THE SPECIAL BOCC MEETING

All meetings to be held in the Archuleta County Administration Offices
398 Lewis Street, unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.

**Archuleta County &
Pagosa Lakes Property Owners Association
Vista Blvd Multi-Use Trail
Bid Abstract 5/5/2016**

Item	Description	Quantity	Unit	Engineer's Estimate		Common Ground, Inc.		UCAL, Inc.		Russell Sand & Gravel Co. Inc		TC Pipeline, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Cleaning, Grubbing, Topsoil Rmvl & Repl.	1.51	acres	\$6,000.00	\$9,060.00	\$7,257.62	\$10,959.01	\$7,000.00	\$10,570.00	\$9,605.00	\$14,503.55	\$3,311.25	\$4,999.99
2a	Sub. Stabilization, Aggregate	100	c.y.	\$30.00	\$3,000.00	\$32.39	\$3,239.00	\$20.00	\$2,000.00	\$36.50	\$3,650.00	\$75.00	\$7,500.00
2b	Sub. Stabilization, Geogrid	300	s.y.	\$4.00	\$1,200.00	\$5.15	\$1,545.00	\$2.00	\$600.00	\$5.65	\$1,695.00	\$5.00	\$1,500.00
3a	Excavation & Embankment	525	c.y.	\$8.00	\$4,200.00	\$9.48	\$4,977.00	\$15.00	\$7,875.00	\$22.60	\$11,865.00	\$30.00	\$15,750.00
3b	Excavation & Removal	50	c.y.	\$8.00	\$400.00	\$8.91	\$445.50	\$12.00	\$600.00	\$21.00	\$1,050.00	\$40.00	\$2,000.00
3c	Subgrade Preparation	4,664	s.y.	\$4.00	\$18,656.00	\$2.18	\$10,167.52	\$2.00	\$9,328.00	\$2.00	\$9,328.00	\$5.00	\$23,320.00
4	ABC, Class 6	1,030	c.y.	\$40.00	\$41,200.00	\$55.16	\$56,914.80	\$45.00	\$46,350.00	\$49.72	\$51,211.60	\$30.00	\$30,900.00
5	ACSC, 2" Thick	375	tons	\$150.00	\$56,250.00	\$124.00	\$46,500.00	\$128.00	\$48,000.00	\$135.00	\$50,625.00	\$125.00	\$46,875.00
6	Grade Shoulders & Ditches	7,400	l.f.	\$1.50	\$11,100.00	\$1.01	\$7,474.00	\$1.75	\$12,950.00	\$1.80	\$13,320.00	\$5.00	\$37,000.00
7a	C.M.P., 12" Diameter	157	l.f.	\$36.00	\$5,652.00	\$27.40	\$4,301.80	\$35.00	\$5,495.00	\$40.00	\$6,280.00	\$23.82	\$3,739.74
7b	C.M.P., 18" Diameter	81	l.f.	\$54.00	\$4,374.00	\$40.12	\$3,249.72	\$40.00	\$3,240.00	\$65.00	\$5,265.00	\$33.33	\$2,699.73
7c	Metal End Section, 12" Diameter	20	ea.	\$200.00	\$4,000.00	\$149.57	\$2,991.40	\$175.00	\$3,500.00	\$150.00	\$3,000.00	\$262.00	\$5,240.00
7d	Metal End Section, 18" Diameter	4	ea.	\$250.00	\$1,000.00	\$247.74	\$990.96	\$200.00	\$800.00	\$200.00	\$800.00	\$282.00	\$1,128.00
8a	Riprap	5	c.y.	\$100.00	\$500.00	\$108.15	\$540.75	\$75.00	\$375.00	\$50.85	\$254.25	\$100.00	\$500.00
8b	Geotextile Fabric	5	s.y.	\$2.00	\$10.00	\$6.95	\$34.75	\$4.00	\$20.00	\$5.65	\$28.25	\$104.80	\$524.00
9	Seeding, Mulching, & Fertilizing	0.85	acres	\$4,000.00	\$3,400.00	\$3,316.60	\$2,819.11	\$5,000.00	\$4,250.00	\$5,876.00	\$4,994.60	\$2,488.00	\$2,114.80
10a	Erosion Control Supervisor	1	l.s.	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$500.00	\$500.00	\$3,955.00	\$3,955.00	\$1,000.00	\$1,000.00
10b	Erosion Control: Straw Wattles	500	l.f.	\$5.00	\$2,500.00	\$4.99	\$2,495.00	\$3.50	\$1,750.00	\$4.52	\$2,260.00	\$4.59	\$2,295.00
10c	Erosion Control: Silt Fence	500	l.f.	\$4.50	\$2,250.00	\$3.38	\$1,690.00	\$5.00	\$2,500.00	\$5.65	\$2,825.00	\$5.00	\$2,500.00
10d	Erosion Control: Earthen Berm	575	l.f.	\$6.00	\$3,450.00	\$3.08	\$1,771.00	\$4.00	\$2,300.00	\$2.82	\$1,621.50	\$20.00	\$11,500.00
10e	Erosion Control: Construction Fence	500	l.f.	\$4.00	\$2,000.00	\$3.79	\$1,895.00	\$4.00	\$2,000.00	\$6.78	\$3,390.00	\$5.00	\$2,500.00
11	Pavement Marking, White	5	gal.	\$500.00	\$2,500.00	\$283.20	\$1,416.00	\$350.00	\$1,750.00	\$113.00	\$565.00	\$500.00	\$2,500.00
12	Traffic Control Signs	12	ea.	\$250.00	\$3,000.00	\$382.00	\$4,584.00	\$450.00	\$5,400.00	\$339.00	\$4,068.00	\$350.00	\$4,200.00
13a	Manhole Lid Elevation Adjustment	1	ea.	\$750.00	\$750.00	\$435.68	\$435.68	\$200.00	\$200.00	\$339.00	\$339.00	\$1,000.00	\$1,000.00
13b	Boulder Landscape Wall	8	l.f.	\$100.00	\$800.00	\$78.25	\$626.00	\$100.00	\$800.00	\$113.00	\$904.00	\$100.00	\$800.00
14	Maintenance of Traffic	1	l.s.	\$2,000.00	\$2,000.00	\$5,562.00	\$5,562.00	\$3,000.00	\$3,000.00	\$4,520.00	\$4,520.00	\$1,000.00	\$1,000.00
15	Mobilization & Demobilization	1	l.s.	\$5,000.00	\$5,000.00	\$1,875.00	\$1,875.00	\$11,285.00	\$11,285.00	\$9,040.00	\$9,040.00	\$10,000.00	\$10,000.00
	Totals				\$192,752.00		\$162,400.00		\$187,438.00		\$213,357.75		\$225,086.26

Note: 1) There is a mistake on the bid from Russell Sand & Gravel, Inc. The Unit Price for Item 3b Excavation & Removal is \$21.00 with the Extension \$1,050.00. Creating a difference of -\$2,835.00 from the Base Bid Total of \$216,192.75 on the bid received.
2) There are two mistakes on the bid from TC Pipeline, Inc. The Unit Price for Item 8b Geotextile Fabric is \$104.80 with the Extension \$524.00 and the Unit Price for Item 9 Seeding, Mulching & Fertilizing is \$2,488.00 with the Extension \$2,114.80. Creating a total difference of +\$46.01 from the Base Bid Total of \$225,040.25 on the bid received.

Contract Documents, Specifications, and Plans

For the

Vista Boulevard Multi-Use Trail

For

Archuleta County, Colorado

Prepared
March 2016

By

Davis Engineering Service, Inc.
188 S. 8th St. - P.O. Box 1208
Pagosa Springs, Colorado 81147

Michael M. Davis
Registered Engineer
Colorado Certificate No. 32583

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CERTIFICATE

I hereby certify that these specifications, contract documents and accompanying plans for the Vista Boulevard Multi-Use Trail project were prepared by me, or under my direct supervision, for the Owner thereof.

Michael M. Davis
Registered Engineer
Colorado Certificate No. 32583

Archuleta County, Owner, does hereby accept and approve these specifications, contract documents, and plans for the Vista Boulevard Multi-Use Trail project.

Date: ____ / ____ / ____

Owner: Archuleta County, Colorado

By: _____

Title: _____

ATTEST:

By: _____

SECTION I

INVITATION TO BID

Separate sealed BIDS for the **Vista Boulevard Multi-Use Trail** will be received by **Archuleta County, Colorado** at the office of Davis Engineering Service, Inc. located at 188 South 8th Street, P.O. Box 1208, Pagosa Springs, Colorado 81147, until 2:00 P.M. local time on **May 5, 2016**, and then at said office publicly opened and read aloud.

The project consists of constructing approximately 3,600 linear feet of asphalt pedestrian trail along Vista Boulevard from the intersection of Park Avenue northerly to the intersection of Lake Forest Circle. The project will include topsoil removal and replacement, excavation, embankment, subgrade preparation, drainage structures, aggregate base course placement, and asphalt trail construction. Awarded project quantities may be adjusted to meet Archuleta County budget and to reflect site conditions encountered throughout the project.

Copies of the CONTRACT DOCUMENTS may be obtained on or after **April 14, 2016**, at the office of Davis Engineering Service, Inc. located at the address mentioned above, upon payment of \$60.00 for each set. No refund will be made for returned copies.

A **mandatory** pre-bid conference and inspection trip for prospective Bidders will be held at the office of Davis Engineering Service, Inc. (phone number (970) 264-5055), located at the address mentioned above, at 2:00 P.M. local time on **April 26, 2016**.

Date: April 8, 2016

SECTION II

INFORMATION TO BIDDERS

Bids will be received by **Archuleta County, Colorado** (herein called the "Owner"), at the office of Davis Engineering Service, Inc., 188 S. 8th Street, P.O. Box 1208, Pagosa Springs, Colorado, 81147, until 2:00 P.M. local time on **May 5, 2016**, and then at said office publicly opened and read aloud.

Each Bid must be submitted in person in a sealed envelope, addressed to Archuleta County, c/o Davis Engineering Service, Inc., P.O. Box 1208, Pagosa Springs, Colorado 81147. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for: Vista Boulevard Multi-Use Trail and the envelope should bear on the outside the name of the Bidder, his address and his license number if applicable.

All Bids must be made on a required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required. Bidders should use only those sets of Contract Documents that have a red circle and red number inked in the upper right hand corner of the cover. This number will be entered on a Plan Holders List together with the name, address and telephone number of the person or firm to whom the set of Contract Documents are issued by the Engineer. Standard bond forms for Contract Documents may be used in lieu of the forms furnished in the specifications.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

The Owner shall provide to Bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner and Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed, e-mailed, and/or faxed to each Plan Holder having Contract

Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

Each Bid must be accompanied by a Bid bond payable to the Owner in the amount of five percent (5%) of the total base bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid bond of the successful Bidder will be retained until the payment and performance bonds have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid bond.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid, payment bonds, or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement, obtain the payment and performance bonds and certificate(s) of insurance (including workman's compensation) within ten calendar days from the date when Notice of Award is delivered to the bidder. The necessary Agreement and Bond forms shall accompany the Notice of Award. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the Bidder in default, in which case the Bid bond accompanying the proposal shall become the property of the Owner.

Within 10 days of receipt of acceptable payment and performance bonds, certificate(s) of insurance (including workman's compensation), and Agreement signed by the party to whom the Agreement was awarded, the Owner shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Owner shall issue the Notice to Proceed within 10 days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor.

If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data as the Owner requests. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is

properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein or for any other reason not in violation of any State, Federal or Local law.

A conditional or qualified Bid will be not accepted.

Award will be made to the lowest responsible Bidder, at the discretion of the Owner. The low bid will be determined by the total of the base bid, less items not awarded plus additive or alternate items awarded, as determined appropriate for the project by the Owner. The Owner has a set budget for the project which may require scope adjustment by revising project quantities and resulting award amounts. The Owner reserves the right to reject any and all bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. This paragraph does not limit the standards to which the Bidder will be held to perform and the Bidder may be required to comply with codes not legally or officially adopted within the jurisdiction.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead (including bonding) so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor will adjustments in unit prices be allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25) percent, except for work not covered in the Drawings and Technical Specifications as provided for in the Contract Documents.

A **mandatory** pre-bid conference and inspection trip for prospective Bidders will be held at the office of Davis Engineering Service, Inc. located at 188 South 8th Street, Pagosa Springs, Colorado, at **2:00 P.M. local time on April 26, 2016**. Prospective Bidders must notify the Engineer of their intent to attend prior to this date.

SECTION III

BID

Proposal of: _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of Colorado,
doing business as a(n) _____*.

To: Archuleta County, Colorado, (hereinafter called "Owner").

In compliance with your Invitation to Bid, Bidder hereby proposes to perform all work for the construction of the Vista Boulevard Multi-Use Trail project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within ninety (90) consecutive calendar days (**see Division 6 of the Supplemental General Conditions**). Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Division 15 of the General Conditions.

Bidder acknowledges receipt of the following Addendum:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sums contained in the Bid Schedule on the following page:

*Insert "corporation", "partnership", or "individual" as applicable.

BASE BID SCHEDULE

Item	Description	Quant.	Unit	Unit Price	Extension
1	Clearing, Grubbing, Topsoil Removal & Replacement	1.51	acre	_____	_____
2a	Sub. Stabilization, Aggregate	100	c.y.	_____	_____
2b	Sub. Stabilization, Geogrid	300	s.y.	_____	_____
3a	Excavation & Embankment	525	c.y.	_____	_____
3b	Excavation & Removal	50	c.y.	_____	_____
3c	Subgrade Preparation	4664	s.y.	_____	_____
4	ABC, Class 6	1030	c.y.	_____	_____
5	ACSC, 2" Thick	375	tons	_____	_____
6	Grade Shoulders & Ditches	7400	l.f.	_____	_____
7a	C.M.P., 12" Diameter	157	l.f.	_____	_____
7b	C.M.P., 18" Diameter	81	l.f.	_____	_____
7c	Metal End Section, 12" Diameter	20	ea.	_____	_____
7d	Metal End Section, 18" Diameter	4	ea.	_____	_____
8a	Riprap	5	c.y.	_____	_____
8b	Geotextile Fabric	5	s.y.	_____	_____
9	Seeding, Mulching, & Fertilizing	0.85	acre	_____	_____
10a	Erosion Control Supervisor	1	l.s.	_____	_____
10b	Erosion Control: Straw Wattles	500	l.f.	_____	_____
10c	Erosion Control: Silt Fence	500	l.f.	_____	_____
10d	Erosion Control: Earthen Berm	575	l.f.	_____	_____
10d	Erosion Control: Construction Fence	500	l.f.	_____	_____
11	Pavement Marking, White	5	gal.	_____	_____
12	Traffic Control Signs	12	ea.	_____	_____
13a	Manhole Lid Elevation Adjustment	1	ea.	_____	_____
13b	Boulder Landscaping Wall	8	l.f.	_____	_____
14	Maintenance of Traffic	1	l.s.	_____	_____
15	Mobilization & Demobilization	1	l.s.	_____	_____
				Base Bid Total	\$

Respectfully submitted,

Signature

License Number (if applicable)

Name: _____
(Please Type)

Address: _____
(Please Type)

Title: _____
(Please Type)

Date: ____/____/____
(Please Type)

(SEAL – If BID is by a corporation)

ATTEST: _____

CERTIFICATE AS TO CORPORATE BIDDER

_____,
the secretary of _____
in the name of which corporation the above and foregoing bid has been executed, hereby certifies
that

is a corporation duly organized under the laws of the State of _____
and that _____ the _____
of said corporation was duly authorized by the Board of Directors to make said bid in behalf of
said corporation

Dated this the ____ day of _____, 20 ____.

Secretary

CERTIFICATE AS TO PARTNERSHIP BIDDER

_____,
one of the partners in the partnership doing business as and under the firm name of _____
_____,
certifies that such partnership is composed of

as copartners, and that the foregoing bid has been executed, whether by all or less than all of said
partners, as the act and on behalf of said partnership in its firm name.

Dated this the ____ day of _____, 20 ____.

A Partner in a Partnership

SECTION IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

as Owner in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this the _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate

- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____ (L.S.) _____
Principal

SURETY: _____

BY: _____

IMPORTANT –Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION V

NOTICE OF AWARD

To: _____

Project Description: Vista Boulevard Multi-Use Trail.

The Owner has considered the BID submitted by you for the above-described work in response to its Invitation to Bid dated April 8, 2016 and Information to Bidders.

You are hereby notified that your BID has been accepted for the Total Base Bid amount of _____
(\$ _____).

You are required by the Information to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificate(s) of Insurance (including Workman's Compensation) within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds and certificate(s) of insurance within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this the ____ day of _____, 20____.

Owner: Archuleta County, Colorado

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By: _____

this the ____ day of _____, 20____.

By: _____

Title: _____

SECTION VI

AGREEMENT

This Agreement, made this the ____ day of _____, 20____, by and between Archuleta County, Colorado hereinafter called "Owner" and _____ doing business as a(n) _____ hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Vista Boulevard Multi-Use Trail project.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents for the sum of _____.
5. The term "Contract Documents" means and includes the following:
 - (A) Invitation to Bid
 - (B) Information to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement
 - (F) General Conditions
 - (G) Supplemental General Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
 - (L) Change Orders
 - (M) Drawings prepared by Davis Engineering Service, Inc. Titled Vista Boulevard Multi-Use Trail project numbered 1 to 11 and dated 03/17/2015.
 - (N) Specifications prepared by Davis Engineering Service, Inc., dated 03/2016.
 - (O) Addenda
 - No. _____, dated _____, 20____.
 - No. _____, dated _____, 20____.
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. Payments will

be made by warrants payable to the trade or business name of the contractor and not to any individual. Archuleta County is a public entity. Nothing in this document waives the Colorado Government Immunity Act. All funding obligations beyond the current fiscal year are subject to the funds being budgeted and appropriated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. In the event of a default by either party of the terms of this Agreement, notice of such default shall be given in writing by the non-defaulting party to the defaulting party to the address as set forth herein. If such default is not cured within thirty (30) days of the written notice of default, or the party in default has not taken action to cure such default within such thirty (30) day period and continue to pursue such curative action with due diligence, the non-defaulting party shall have all rights to pursue an action at law or in equity to enforce the terms of the Agreement.
9. Except for any notice required by law to be given in another manner, (a) any notice provided for in this Agreement shall be in writing and shall be given and be effective upon (1) delivery to the party to whom it is addressed or (2) mailing such notice by first-class U.S. mail, addressed to the party at the address stated herein. Either party may, at any time or from time to time, designate in writing a substitute address for that set forth herein, and thereafter notices shall be directed to such substitute address. Any notice provided for in this Agreement shall be deemed to have been given to a party when given in any manner designated herein. Any required notice to the Owner shall be to:

Archuleta County
P.O. Box 1507
Pagosa Springs, Colorado 81147

Any required notice to Contractor shall be to:

10. This Agreement is the entire agreement between the parties and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.
11. The terms of this Agreement shall be construed and interpreted in accordance with Colorado law. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado.
12. The prevailing party in any action to interpret the terms of this Contract or the Contract Documents or to enforce any of the rights, obligations, or conditions of this Contract or

the Contract Documents shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, the Agreement in triplicate counterparts each of which shall be deemed an original on the date above written.

Owner: Archuleta County, Colorado

By: _____

Name: _____
(Please Type)

Title: _____

(SEAL)

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

Contractor:

By: _____

Name: _____
(Please Type)

Address: _____

(SEAL)

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

SECTION VII

PERFORMANCE BOND

KNOW ALL MEN THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of

_____ Dollars,

(\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

Principal

ATTEST:

(Principal) Secretary

By: _____(S)

(Address)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

By: _____
Attorney-in-fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

SECTION VIII

PAYMENT BOND

KNOW ALL MEN THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of

_____ Dollars,
(\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

Principal

ATTEST:

(Principal) Secretary

By: _____(S)

(Address)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

By: _____
Attorney-in-fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

SECTION IX

Workmen's Compensation Insurance Certificate

to be inserted in place of this page.

SECTION X

**Certificate of Insurance for Contractor's general liability
and property insurance to be inserted in place of this page**

SECTION XI

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of **Archuleta County, Colorado**, do hereby
certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

By: _____

Date: ____ / ____ / ____

NOTE: Delete phrase "and performance and payment bond(s)" when not applicable.

SECTION XII

NOTICE TO PROCEED

To: _____

Date: ____ / ____ / ____

Project Description: Vista Boulevard Multi-Use Trail.

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____, and you are to complete the work within ninety (90) calendar days thereafter. The date of completion of all work is therefore _____.

Owner: Archuleta County, Colorado

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By: _____

this the ____ day of _____, 20____.

By: _____

Title: _____

SECTION XIII

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Illegal Aliens
32. Attorney Fees

1. DEFINITIONS

- 1.1. Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

- 1.3. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4. BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5. BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6. CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7. CONTRACT DOCUMENTS - The contract, including Information for Bidders, Bid, Bid Bond, Agreement, Performance Bond, Notice of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8. CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9. CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10. CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11. DRAWINGS - The part of the CONTRACT DOCUMENTS that show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12. ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13. FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14. NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

- 1.16. OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17. PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20. SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21. SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22. SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.24. SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1. The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2. The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1. The Contractor shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2. Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, as applicable:
 - 3.2.1. The dates at which special detail drawings will be required; and
 - 3.2.2. Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1. The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2. In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or

SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- 5.1. The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING that substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2. When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the ENGINEER has approved the SHOP DRAWING or submission. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available from the ENGINEER.

6. MATERIAL, SERVICES AND FACILITIES

- 6.1. It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4. Materials, supplies or equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

- 6.5. Materials, supplies or equipment incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1. All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2. The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3. The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5. Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6. The ENGINEER and his representatives will at all times have access to the WORK. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7. If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly

attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1. Whenever a material, article or piece of equipment to be identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or similar capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of similar substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of similar substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1. The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1. The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the ENGINEER shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile location and other working points, lines, elevations and cut sheets.

- 10.2. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1. The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.
- 11.2. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3. In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER, or OWNER, shall act to prevent threatened damage, injury or loss.

He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1. The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1. The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2. The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1. The OWNER represents that it has appropriated money equal to or in excess of the CONTRACT PRICE for the PROJECT.

14.2. The OWNER shall not issue any CHANGE ORDER requiring additional compensable WORK to be performed that will cause the aggregate amount payable for the PROJECT to exceed the amount appropriated for the original CONTRACT PRICE and any subsequent appropriations, unless:

14.2.1. The CONTRACTOR is given written assurance by the OWNER that lawful appropriations to cover the costs of the additional work have been made and are available prior to performance of the additional work; or

14.2.2. Such additional work is covered by the following remedy-granting provision: The CONTRACTOR may request, in writing, a letter from the OWNER explaining the expected sources of funding for the additional work. In the event the OWNER does not provide such written assurance reasonably satisfactorily to the CONTRACTOR within five (5) days of the CONTRACTOR's request, the CONTRACTOR may stop work until such time as the OWNER provides satisfactory assurances. The CONTRACTOR's acceptance of a CHANGE ORDER in accordance with any assurances provided under this paragraph shall not limit or restrict the CONTRACTOR from making a claim under the CONTRACT DOCUMENTS for an adjustment in the CONTRACT PRICE or the CONTRACT TIME or otherwise for expenses or damages directly attributable to the CONTRACTOR's stoppage of the work as permitted hereunder.

14.3. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

14.3.1. Unit prices previously approved.

14.3.2. An agreed lump sum.

14.3.3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the WORK. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

14.4. For any CHANGE ORDER that requires additional compensable work to be performed, the OWNER shall reimburse the CONTRACTOR for the CONTRACTOR's costs on the periodic basis set forth in the CONTRACT DOCUMENTS for all additional directed WORK performed until the CHANGE ORDER is finalized. In no instance shall the periodic reimbursement be required before the CONTRACTOR has submitted an estimate of cost to the OWNER for the additional compensable WORK to be performed.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount to liquidated damages as specified in the BID for each calendar day that CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4. The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
- 15.4.1. To any preference, priority or allocation order duly issued by the OWNER.
- 15.4.2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of GOD, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- 15.4.3. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

- 16.1. The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 16.2. All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

- 17.1. The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1. Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

- 17.2. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1. The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

- 18.2. If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or

orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3. Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4. After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1. At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain five (5) percent of the amount of each partial payment. The OWNER shall pay the remaining partial payment to the CONTRACTOR without retaining additional funds if, in the opinion of the ENGINEER and the OWNER, satisfactory progress is being made on the PROJECT. Such retainage shall be held by the OWNER until the PROJECT is completed and finally accepted by the OWNER in accordance with the provisions hereof. The OWNER shall pay the full amount of such retainage to the CONTRACTOR within sixty (60) days of final completion and acceptance, except to the extent of any claims filed pursuant to Section 38-26-107, C.R.S. Any release of retainage to the CONTRACTOR prior to final payment shall, in addition to any other requirements of the CONTRACT DOCUMENTS, require written approval from the SURETY furnishing bonds pursuant to Section 22, Contract Security. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2. The request for payment may also include an allowance for the cost of such major materials and equipment that are suitably stored either at or near the site.

- 19.3. Prior to the SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4. The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5. Upon completion of the PROJECT and the CONTRACTOR's submittal notice thereof to the ENGINEER, the ENGINEER shall inspect the WORK and reject any portion of performance not in conformity with the CONTRACT DOCUMENTS. Defective materials, equipment, or work shall be remedied immediately by the CONTRACTOR before final payment. The OWNER shall make final payment to the CONTRACTOR within thirty (30) days after (i) final acceptance of the PROJECT by the OWNER and (ii) receipt of the ENGINEER's confirmation to the OWNER that the WORK has been completed satisfactorily. Final payment shall not, however, be due until the CONTRACTOR has delivered to the OWNER a complete release of all claims or liens against the PROJECT and has produced satisfactory receipts, waivers, or lien releases indicating final and total payment to all SUBCONTRACTORS and persons who have furnished materials, labor, and equipment on which a lien or claim might potentially be filed in form acceptable to the OWNER. The OWNER shall, no later than ten (10) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the WORK was contracted for or performed pursuant to Section 38-26-107, C.R.S.
- 19.6. The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material-men, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7. If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at an A.P.R. of nineteen and six tenths percent (19.6%) commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE BOND.

21. INSURANCE

21.1. The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- 21.2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given the OWNER.
- 21.3. The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
- 21.3.1. CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident. Insurance shall be written to maintain \$1,000,000 for products completed – operations aggregate limit. Insurance shall be written with a limit of liability not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 21.3.2. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4. The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5. The CONTRACTOR shall secure, if applicable, “All RISK” or Accidental Direct Physical Loss (ADPL) type Builder’s Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1. The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE of AWARD furnish the OWNER with a Performance Bond and a Payment Bond in a penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments to the CONTRACTOR shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1. Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1. The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the

performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 24.2. In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change order, designs or specifications.

25. SEPARATE CONTRACTS

- 25.1. The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2. The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25.3. If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1. The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5. Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

- 27.1. The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions that may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2. The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4. The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

- 28.1. Prior to issuance of NOTICE to PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2. The OWNER shall provide to the CONTRACTOR information that delineates and describes the lands owned and rights-of-way acquired.
- 28.3. The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

- 29.1. The CONTRACTOR shall guarantee all WORK performed for a period of two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness in the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

30. TAXES

- 30.1. The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

31. ILLEGAL ALIENS

- 31.1 CONTRACTOR certifies that CONTRACTOR shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. CONTRACTOR represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify

Program or the Department Program described in Section 8-17.5-101, C.R.S. CONTRACTOR shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, CONTRACTOR shall: (i) notify the subcontractor and the OWNER within three (3) days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. CONTRACTOR shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If CONTRACTOR fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the OWNER may terminate this Agreement for breach, and CONTRACTOR shall be liable for actual and consequential damages to the OWNER. If CONTRACTOR participates in the Department Program, CONTRACTOR shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to OWNER.

32. ATTORNEY FEES

- 32.1. The prevailing party in any action to interpret the terms of this CONTRACT or the CONTRACT DOCUMENTS or to enforce any of the rights, obligations or conditions of this CONTRACT or the CONTRACT DOCUMENTS shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney's fees.

SECTION XIV

SUPPLEMENTAL GENERAL CONDITIONS

1. PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- a. Contractor and his superintendent
- b. Representative of principal suppliers and manufacturers as appropriate
- c. Engineer and his Resident Project Representative
- d. Representatives of Owner
- e. Representatives of funding agencies
- f. Others as required by Contractor, Owner, or Engineer.

Unless previously submitted to Engineer, Contractor shall bring to the conference a tentative schedule for each of the following:

- g. Progress.
- h. Procurement.
- i. Values for progress payment purposes.
- j. Shop drawings and other submittals.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

- k. Contractor's tentative schedules.
- l. Transmittal, review and distribution of Contractor's submittals.
- m. Processing applications for payment.
- n. Maintaining record documents.
- o. Critical work sequencing.
- p. Field decisions and Change Order.
- q. Use of premises, office and storage areas, security, housekeeping, and Owner's needs.
- r. Major equipment deliveries and priorities.
- s. Contractor's assignments for safety and first aid.

Engineer will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

2. DRAWINGS AND SPECIFICATIONS

Reference to the standards of any technical society, organization, or association, or codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking bids, unless specifically stated

otherwise. Should any standard, code, specification, or tentative standard be in conflict with these Contract Documents, the provisions of these Contract Documents shall govern.

3. **SANITARY FACILITIES**

The Contractor shall provide and properly maintain acceptable sanitary facilities for all construction personnel and shall enforce the use thereof.

4. **TESTING**

The Owner shall pay all charges for Quality Assurance testing services in connection with all tests made on materials incorporated in the Project that meet the requirements of the specifications. The Contractor shall pay for all tests that do not meet the requirements of the Specifications. The Engineer will determine the location and number of test to be run. The Contractor shall pay for Quality Control testing and all other testing in accordance with the provisions of Section 7 of the General Conditions.

5. **CONSTRUCTION STAKING**

Construction staking will be provided by the Owner as follows: Offset lines as necessary for establishing trail horizontal and vertical alignment on ± 50 foot interval with associated cut sheet or marked lath, offset points for drainage structures, red top and blue top hubs, and other minor staking as reasonably requested. The Contractor shall be responsible for daily grade chasing. Every effort should be made to maintain construction staking and preserve its integrity throughout the project. Replacement of construction staking due to the negligence of the Contractor, or staking required beyond that listed shall be the sole responsibility of the Contractor. No separate payment shall be made for construction staking performed by the Contractor.

6. **TIME FOR COMPLETION**

The completion time will be extended if the Contractor can provide a bona fide materials order that indicates a substantial delay in materials delivery. Such order must be presented to the Engineer no later than 15 days after receipt of the "Notice to Proceed".

The project construction period has been set at 90 calendar days. The Owner desires to have the project completed in a quality fashion as expeditiously as possible. The Owner is flexible on the start date, but desires to see steady, efficient progress towards completion once the Contractor mobilizes to the site. No separate payment shall be made or additional time allotted for construction coordination and phasing necessary to achieve the project within the indicated contract time.

7. LIQUIDATED DAMAGES

The Owner shall have the right to deduct the amount of liquidated damages imposed on the Contractor from any money in its hands, otherwise due, or to become due, to the Contractor, or to use for and recover compensation for damages for nonperformance of this contract within the time stipulated.

8. MEASUREMENT OF PARTIAL PAYMENT

The Engineer or his representative will make necessary measurements of completed work with the assistance and in the company of the Contractor to provide necessary information for periodic partial payments. If the Contractor cannot, or will not, assist in such measurement, the measurements shall be made by the Engineer or his representative.

9. FIRE INSURANCE

Fire Insurance will not be required on projects or portions of projects that can suffer no damage from fire, e.g. earth fill embankments, excavations.

10. COLORADO STATE SALES TAX

The contractor shall obtain, from the Colorado Department of Revenue, a Colorado State Sales Tax exemption certificate. This certificate shall exempt the Contractor from paying Colorado State Sales Tax on all materials incorporated into the work. The Contractor shall not include in his unit prices or lump sums on the Bid Schedule the costs associated with Colorado State Sales Tax.

This exemption of the Colorado State Sales Tax does not necessarily apply to other Federal, County or Local sales consumer, use or other similar taxes.

11. COLORADO LABOR

Pursuant to Section 8-17-101 et seq., C.R.S., if the Project is financed in whole or in part by funds of the State or any County, School District, or Municipality of the State, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project or as otherwise specified in such statute. "Colorado Labor" means any person who is a resident of the State at the time of employment.

12. ACQUISITION OF RIGHTS OF WAY AND EASEMENTS

All land, rights of way and easements required for this project will be obtained by the Owner prior to the construction of any facilities thereof. When the Contractor carries on work outside of the lines designated for such easements he shall make his own arrangements with the adjacent property owners and shall keep the Owner free from any claim resulting from his work.

13. PLANS AND SPECIFICATIONS FOR BIDDING

Bidders and Suppliers shall use only those sets of Plans and Specifications which have a red circle and red number inked on the title page of said plans and specifications, in the upper right corner thereof. The Engineer shall enter the number on a Plan Holder's List together with the name, address and telephone number of the person, or firm, to whom the sets of plans and specifications are issued.

14. QUALITY OF WORK

All work shall be conducted in a skilled, workmanlike manner and finished lines and grades shall conform to the drawing related thereto.

15. LIMITATIONS ON WORK

Work affecting individual driveways shall be coordinated with the property owner and arrangements made concerning their access during construction.

16. CONTRACT SECURITY

The Owner has indicated that it is not required for Surety Companies executing bonds to appear on the Treasury Department's most current list (Circular 570 as amended), but they shall be authorized to transact business in Colorado. This language and requirement applies to Section VII, Performance Bond; Section VIII, Payment Bond; Section XIII, General Conditions, Subsection 22, Contract Security; and any other Section or part of the Contract Documents where these Surety Company requirements are discussed.

17. FINAL CLEANUP

Before the work shall be considered completed, all rubbish, waste and unused material due to or connected with the Contractor's activities shall be removed from the site of the work and the premises left in a condition satisfactory to the Engineer. Streets, curbs, pavements, sidewalks, fences, lawns, utilities and other public and private property disturbed or damaged shall be restored to their original or better condition at the Contractor's expense. Final acceptance will be withheld until all cleanup work is completed.

18. GENERAL AND SUPPLEMENTAL GENERAL CONDITIONS

In the case of any discrepancies between the General Conditions and the Supplemental General Conditions, the Supplemental General Conditions shall govern.

SECTION XV

GENERAL REQUIREMENTS

SCOPE OF WORK: The work to be performed under this Contract involves constructing approximately 3,600 linear feet of asphalt pedestrian trail along Vista Boulevard from the intersection of Park Avenue northerly to the intersection of Lake Forest Circle. The project will include topsoil removal and replacement, excavation, embankment, subgrade preparation, subgrade stabilization, drainage structures, aggregate base course placement, asphalt trail paving, erosion control, traffic control, and other items typically associated with trail construction.

The Contractor, unless otherwise specified, shall furnish all materials, equipment, tools, labor, supervision and transportation necessary to complete the work in accordance with the foregoing specifications and accompanying drawings.

The Contractor shall also brace, sheet and support adjacent ground or structures where necessary for their protection; handle all drainage or groundwater; provide barricades, guards, traffic control, and warning lights; and cleanup the work site. Particular attention must be given to warn the public of any existing dangerous conditions during the hours of darkness.

The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, utilities both above and below the ground, at or near the site, or sites, of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Contractor shall give reasonable written notice, in advance, to the department, agency, county, or municipality having charge of any property or utilities owned by them and to any other owner, or owners, of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for moving, removing and replacing, or protecting in place such property or utilities. The determination of whether such property or utilities shall be moved, removed and replaced, or protected in place, shall be made by the department, departments, owner or owners of the property or utilities. If the Contractor damages any utility that has been properly located by the owner, the Contractor shall be responsible for immediate repair of the utility.

DEVIATIONS NECESSITATED BY OTHER STRUCTURES: Whenever obstructions not shown on the drawings are encountered during the progress of the work and interfere to such an extent that an alteration in the line or grade is required, the Engineer shall have the authority to change the line or grade and, if necessary, help the Contractor negotiate, or arrange, with the owners of the obstruction for the removal, relocation or reconstruction of the same. If the change in line or grade results in an increase in the amount of work performed by the Contractor, such additional work shall be paid for on the basis of the unit price bid in the Bid Schedule.

Existing underground installations such as water lines, gas lines, telephone lines, television lines, power lines and similar buried structures in the vicinity of the project are shown only in a schematic fashion on the drawings. The Contractor shall be solely responsible for locating all

existing underground installations, including service connections, in advance of excavation or trenching, by contacting the owners thereof and prospecting. The Contractor shall use his own information and shall not rely upon any information shown on the drawings concerning existing underground installations.

BRAND NAME OR SIMILAR: Many items are specified by brand name, make and model to indicate the type, characteristics and quality of the item to be furnished and, in some instances, to indicate the specific item which the Engineer feels is best suited for the particular application. The “or similar” clause is used to permit the Contractor to use equipment which, for one reason or another, may be to his or the Owner’s advantage.

All bidders are requested to bid the work to be performed and the equipment to be supplied under this contract as specified. After the contract is awarded, the successful bidder is requested to submit proposals to the Engineer for alternate methods of execution and equipment. No submittal is required if the Contractor uses the makes and models specified. Sufficient descriptions and materials specifications shall be submitted to permit evaluation and comparison of the proposed alternative. Whenever a material, article or piece of equipment is identified on the drawings or in the specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products with similar capacities, quality and function shall be considered. The contractor may recommend the substitution of a material, articles, or piece of equipment of similar substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of similar substance and function to that specified, the Engineer may approve its substitution and use by the contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without change in the contract price or contract time. Only those alternate proposals that the Engineer opines to similar to or better than “as specified” and which will be compatible with the remainder of the system will be accepted. The “or similar” clause makes no reference that items must be identical in all respects if the above conditions are satisfied.

Alternate proposals must be submitted as soon as possible after award is made so as not to delay orders for materials and execution of the work. Requests for review of similarity will not be accepted from anyone except the Contractor, and such requests will not be considered until after the contract has been awarded. Substitutions made without approval of the Engineer are made at the Contractor’s own risk.

NOTIFICATION OF UTILITY COMPANIES: The Contractor shall be responsible for notifying all utility companies having underground or overhead utilities in the construction area. Such notification shall be made prior to the commencement of any construction and shall advise the companies of the Contractor’s construction schedule and nature of work.

HANDLING OF MATERIALS: All materials furnished by the Contractor shall be delivered and distributed at the site by the Contractor.

Pipe and accessories shall be loaded and unloaded by lifting with hoists, or skidding, so as to avoid shock or damage to materials as well as to coatings. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.

Each piece of material shall be unloaded opposite or near the site of the work where it is to be installed unless storage requirements make it necessary to do otherwise for the protection of the materials.

Pipe or pumping equipment shall be handled in such a manner that bells, coatings, linings, facings, etc. are protected from damage. If such damage should occur the repair or replacement shall be made by the Contractor, at his expense, in a manner satisfactory to the Engineer.

POWER: the Contractor, at his sole expense, shall provide all power for lighting, operation of the Contractor's plant or equipment, or for other use by the Contractor.

WATER: the Contractor, at his sole expense, shall provide all water for operation of the Contractor's plant or equipment, compaction work, dust control, or for other use by the Contractor.

WAIVERS AND VARIATIONS: Waivers for or variations to the following Technical Requirements may be granted by the Engineer if, in his opinion, such waivers or variations are in the best interests of the project and the Owner.

DETAILED TECHNICAL REQUIREMENTS: The detailed technical requirements that follow are identified by item number that refers to the items of work on the Bid Schedule. Item numbers on the Bid Schedule that are followed by a letter refer to the same item of material but a different size, class or division of work.

Items with numbers under 100 are items for which payments shall be made. Items with numbers over 100 are items of work for which payment will not be made, but are included for the direction of the Contractor in performing such items of work which are subsidiary to and necessary for the satisfactory completion of the pay item to which they refer.

Item 1 – CLEARING, GRUBBING, TOPSOIL REMOVAL AND REPLACEMENT

- 1.1 **SCOPE:** This specification applies to the clearing and grubbing of all organic material from the construction site, along with the removal and replacement or disposal of all topsoil within the construction prism.
- 1.2 **GENERAL:** That area within one foot of proposed cuts or fills shall be cleared of all topsoil and organic material. All tree stumps and brush clumps shall be removed completely with all roots removed to a depth of not less than two feet below the top of subgrade. It is estimated that 1 to 3 Ponderosa Pines, with trunk diameters greater than 12 inches, will need to be removed, however more may warrant removal. Organic material outside of the construction zone shall not be disturbed. It is estimated that the depth of topsoil ranges from 0 to 8 inches, with an average of 4 inches used in non-improved areas.
- 1.3 **DISPOSAL:** Topsoil, grasses, legumes, and other “non-woody” organic material along with brush, trees, and other “woody” material shall be disposed of by removal from the site. The Contractor shall be responsible for disposing of the material in accordance with the local regulations. Topsoil shall be stockpiled or windrowed, and following construction, replaced in the disturbed areas. If the Owner requests topsoil to be spread elsewhere on the property, it should be in a manner and location as designated.
- 1.4 **METHOD OF MEASUREMENT AND PAYMENT:** Payment for clearing, grubbing, topsoil removal and replacement shall be made at the contract unit bid price per acre of area cleared as accepted by the Engineer. Payment under this item shall be full compensation for all necessary clearing, grubbing, excavating, purchasing, and hauling and shall include the costs of all equipment, labor, materials, supervision and transportation necessary to complete the clearing, grubbing and topsoil removal and replacement in accordance with these specifications and accompanying plans.

Item 2 - SUBGRADE STABILIZATION

2.1 SCOPE: This specification covers the furnishing and placement of subgrade stabilization materials, *if required*. Stabilization material shall be utilized in accordance with these specifications and as directed by the Engineer in the field.

2.2 MATERIALS: Materials proposed for use as stabilization materials include the following:

Aggregate – Shall be CDOT Class 2, Class 5, or Class 6 material. Pit Run may be approved for significantly deep stabilization areas if the proper roller equipment is available to the Contractor. Should clean rock be necessary in conjunction with French drains or ground water issues, a separate unit price will be obtained.

Geotextile Fabric – The geotextile fabric shall be a non-woven geotextile such as a Mirafi 500X, or similar.

Geogrid – The geogrid shall be Tensar TriAx Geogrid TX140, or similar.

Stabilization aggregates shall be free of topsoil, sod, brush, roots, and other perishable or objectionable materials. Should any undesirable materials be present in the stabilization material, they shall be removed prior to its use on the project. No snow, ice and frozen material shall be present in the stabilization material.

2.3 UTILIZATION: In the event that excessively spongy or unstable foundation materials are encountered during construction of the prepared subgrade course and cannot be reasonably drained, such soft or yielding material shall be removed to the depth ordered by the Engineer. The resulting depression shall then be refilled to proper grade with approved stabilization materials and compacted to proper density.

It is the intent of this specification that acceptable stabilization materials be superimposed on the natural foundation to obtain a working surface capable of adequately supporting the pavement structure under anticipated design loads. The process of importing and consolidating acceptable stabilization material over yielding foundations shall continue until it is possible to freely operate construction equipment through the work area without excessive depression of the stabilized foundation.

All unstable, material, such as muck, soft clay or swampy material, excavated from the foundation shall be removed from the job site and properly disposed of. Such excavated material shall not be used on any portion of this project as fill or embankment without the approval of the Engineer.

2.4 METHOD OF MEASUREMENT AND PAYMENT: Payment for subgrade stabilization aggregate shall be made at the contract unit bid price per cubic yard of acceptable stabilization material in place. The Engineer shall determine the yardage for which payment is made based on the quantities actually installed and approved. Payment for subgrade stabilization geotextile or geogrid shall be made at the contract unit bid price per square yard of acceptable stabilization material in place. The Engineer shall determine the area for which payment is made based on the quantities actually installed and approved.

Item 3 – EXCAVATION, REMOVAL, AND SUBGRADE PREPARATION

- 3.1 **SCOPE:** This specification covers the necessary excavation, removal, and subgrade preparation including filling, spreading and compaction of existing materials required for the trail construction.
- 3.2 **GENERAL:** Excavation, removal, and subgrade preparation shall be constructed in accordance with these specifications and shall conform to the lines, grades and cross sections as shown on the plans or as established by the Engineer in the field. All finished surfaces shall be generally smooth and pleasing in appearance.

The Contractor shall maintain and protect all excavations and embankments in a satisfactory condition at all times until final completion of the project. Any fill or embankment material which is rendered unsuitable after being placed and before final acceptance of the work shall be replaced by the Contractor, at his sole expense, in a manner satisfactory to the Engineer. The Contractor shall remove, at his own expense, any fill material placed outside the prescribed lines when directed to do so by the Engineer.

- 3.3 **MATERIAL:** Material to be used for fills and embankments shall be recently excavated soils acceptable to the Engineer. Any import material shall be approved by the Engineer prior to delivery to the site or incorporation in the project, and the suitability of all materials and their disposition in fills and embankments will at all times be subject to approval by the Engineer. The distribution of materials throughout fills and embankments shall be such that there will be no lenses, pockets, streaks or layers of material differing substantially in texture or gradation from the surrounding fill or embankment material. Pockets of material of uniform particle size such as sand and gravel, when encountered, shall be mixed with other material to obtain an acceptable material or shall be wasted when so directed by the Engineer.

Fill and embankment material shall be free of topsoil, sod, brush, roots and other perishable or objectionable materials. Should any undesirable materials be present in the fills or embankments, they shall be removed prior to the start of compaction operations. No snow, ice or frozen material shall be incorporated in the fills and embankments. Rocks larger than 6 inches in greatest dimension shall be a minimum of one foot below the surface of fills or embankments. Rocks exceeding one foot in greatest dimension shall be a minimum of two feet below the surface of fills or embankments, or may be used as riprap, provided they conform to the specification for riprap, or shall be removed from the work and wasted.

- 3.4 **EXECUTION:** The project site shall be cleared of all undesirable asphalt, concrete, subgrade, organic or other undesirable material as indicated on the plans or established by the Engineer in the field. Excavated materials to be removed from the site shall be properly disposed of.

Following material removal, the subgrade and foundation area shall be loosened thoroughly by scarifying or plowing to a minimum depth of 6 inches, or as otherwise determined in the field, in a direction parallel to the axis of the embankment or fill to be constructed. After removal of roots, rocks and other debris turned up in the scarifying process, the entire surface of the foundation shall be compacted in conformity with the density and moisture requirements hereinafter specified, and are covered under this item by the Subgrade Preparation.

No fill or embankment material shall be placed until the foundation has been inspected and accepted by the Engineer. The Contractor shall keep the foundation material free of water or unacceptable material after compaction operations have started. No fill or embankment material shall be placed on frozen or muddy foundation material. Placing of fill or embankment material shall be discontinued during adverse weather conditions which create excessive moisture in, or freezing of the material.

The Contractor shall construct the fills or embankments in horizontal lifts extending the entire length of the fill or embankment unless construction in sections is permitted by the Engineer. Fill and embankment material shall be placed on the compacted foundation in such quantities that it will form a layer not to exceed 6 inches in depth prior to compaction. The placement of fill and embankment material on the prepared foundation shall be done in such a manner that non uniformity in gradation from load to load will be adjusted or eliminated as far as practicable. The method in which fill and embankment material is deposited shall be subject to acceptance by the Engineer.

After placement, fill and embankment material shall be spread by motor grader or other acceptable equipment to the width and thickness as required in these specifications and as indicated on the plans or as established by the Engineer in the field. No material placed by dumping in piles or windrows shall be incorporated in that position, but shall be moved and spread by blading or similar acceptable method. Fill and embankment material which does not contain sufficient moisture to avoid segregation of particle sizes during placing operations shall be wetted prior to and during placement.

After each layer of fill or embankment material has been properly spread and wetted, it shall be compacted to 95% Modified Proctor Density (AASHTO T-180). Compaction requirements include both cut and fill areas. During compaction operations, the moisture content of the layer of material being compacted shall be maintained within a moisture content range of $\pm 2\%$ of optimum moisture content. The use of water in an amount which will result in the appearance of free water on the surface under the action of compaction equipment shall be avoided. The Contractor may use any type of compaction equipment he deems necessary to obtain the specified density. The type of compaction equipment used shall be the one determined to be the best suited to compaction of the material being placed and shall be the sole responsibility of the Contractor. Pneumatic tire rollers and compaction with hauling equipment will be acceptable provided adequate compaction of the entire fill or embankment is achieved.

When the top surface of a partially completed fill or embankment becomes too dry or compacted to permit suitable bond with the subsequent layer, the Contractor shall loosen the dried material by scarifying. The loosened material shall then be moistened to the required moisture content and re-compacted to the specified density.

During construction, the top of embankments shall be kept crowned in order that the embankment will drain freely towards the side slopes.

Topsoil shall be stockpiled or windrowed, and following construction, replaced in the disturbed areas where applicable. Pay items for significant landscaping addition or repair are covered in separate specifications, or are otherwise considered incidental to the project.

- 3.5 METHOD OF MEASUREMENT AND PAYMENT: Payment for excavation and embankment shall be made at the contract unit bid price per cubic yard of in place material excavated and placed in embankments on the site. Payment for excavation and removal shall be made at the contract unit bid price per cubic yard of material excavated and removed from the site. Payment for subgrade preparation shall be made at the contract unit bid price per square yard of foundation material scarified and re-compacted in-place.

Unauthorized excavation and fills beyond the limits as established by the Engineer in the field and the work required to correct unauthorized excavation and fills will not be paid for. All costs related to unauthorized excavations and fills shall be borne by the Contractor. No separate payment shall be made for temporary construction required to satisfy acceptable temporary access into affected residences, and any costs required for temporary excavation and embankment activities shall be considered incidental to this item.

Payment under this item shall be full compensation for all necessary excavating, scarifying, purchasing, hauling, placing, and compacting of fill and embankment material and shall include the costs of all equipment, labor, materials, supervision and transportation necessary to complete the construction of fills and embankments in accordance with these specifications and accompanying plans.

Item 4 - AGGREGATE BASE COURSE (ABC)

- 4.1 **SCOPE:** This specification covers the furnishing of material used in and placement of the aggregate base course, and aggregate sub-base course. Aggregate base course material shall be placed in accordance with these specifications and in conformity with lines, grades and slopes as shown on the plans or as established by the Engineer in the field.
- 4.2 **MATERIAL:** Materials proposed for use in the aggregate base course shall consist of a sand and gravel mixture that will result in a product which will conform to the gradation and other requirements of these specifications. The material supplied shall be a well-graded mixture which when placed and compacted on the preceding layer of material will result in a firm, dense, stable surface. The material supplied shall be free of organic matter.

The material supplied for the aggregate sub-base course shall be uniformly graded from coarse to fine and shall meet the material and gradation requirements for a Colorado Highway Department Class 2 material as listed below:

U.S. Standard Sieve Size or <u>Designation</u>	Percentage by Weight Passing a <u>Square Mesh Sieve</u>
4 inch	100
3 inch	95 - 100
No. 200	3 - 15

The material supplied for the aggregate base course shall be uniformly graded from coarse to fine and shall meet the material and gradation requirements for a Colorado Highway Department Class 6 material as listed below:

U.S. Standard Sieve Size or <u>Designation</u>	Percentage by Weight Passing a <u>Square Mesh Sieve</u>
1 ½ inch	100
1 inch	100
¾ inch	100
No. 4	30 - 65
No. 8	25 - 55
No. 200	3 - 12

A sample of the material that the Contractor proposes to use for the aggregate base course shall be submitted to the Engineer for testing prior to the start of placement of this course of material.

- 4.3 **PLACEMENT:** No aggregate base course material shall be placed until the prepared subgrade has been inspected and accepted by the Engineer. The Contractor shall keep the previously compacted course free of water or unacceptable material after placement of the aggregate base course has started. No aggregate base course material shall be placed on frozen or muddy foundation materials, nor shall snow, ice, or frozen material be incorporated in the aggregate base course material. The aggregate base course material shall be placed on the compacted aggregate sub-base course in such quantities that it will form a layer of the depth shown on the drawing but in no case shall it exceed 6 inches in depth prior to compaction. The placement of aggregate base course material on the prepared foundation shall be done in such a manner that non uniformity in the gradation of aggregate base course material from load to load will be adjusted or eliminated as far

as practicable. The method in which aggregate base course material is deposited shall be subject to acceptance by the Engineer.

After placement, the aggregate base course material shall be spread by motor grader or other approved equipment. No material placed in the aggregate base course by dumping in piles or windrows shall be incorporated in that position, but shall be moved and spread by blading or similar accepted method.

After the aggregate base course material is placed, it shall be spread to the width and thickness as required in these specifications and as indicated on the plans or as established by the Engineer in the field. Aggregate base course material that does not contain sufficient moisture to avoid segregation of particle sizes during placing operations shall be wetted prior to and during placement.

After the aggregate base course material has been properly spread and wetted, it shall be compacted to 95% of Modified Proctor Density (AASHTO T-180). During compaction operations, the moisture content of the layer of aggregate base course material being compacted shall be maintained within a moisture content range of $\pm 2\%$ of optimum moisture content. The use of water in an amount that will result in the accumulation of a mulch of fines at the surface under the action of compaction equipment shall be avoided. The Contractor may use any type of compaction equipment he deems necessary to obtain the specified density, provided a smooth surface free of irregularities and depressions is achieved at the completion of compaction operations. The type of compaction equipment to be used shall be the one determined to be the best suited for the compaction of the material being placed, and shall be the sole responsibility of the Contractor; however, compaction equipment shall be subject to acceptance by the Engineer. Compaction shall begin at the edges of the aggregate base course and progress toward the center line with a minimum of $\frac{1}{4}$ track overlap. Pneumatic tire rollers and compaction with hauling equipment will be acceptable provided adequate compaction of the entire base course is achieved.

All irregularities and depressions that may develop shall be immediately corrected with aggregate base course material. Ruts formed by traffic moving over the aggregate base course shall be corrected prior to the final compaction of the aggregate base course material.

- 4.4 METHOD OF MEASUREMENT AND PAYMENT: Payment for aggregate sub-base course shall be made at the contract unit bid price per cubic yard of compacted material in place. Payment for aggregate base-course shall be made at the contract unit bid price per cubic yard of compacted material in place. Payment for salvaged aggregate base-course shall be made at the contract unit bid price per cubic yard of compacted material in place. The Engineer shall determine the yardage for which payment is made based on the quantities actually constructed.

Unauthorized placement of aggregate base course beyond that established by the Engineer shall not be paid for. All costs related to unauthorized placement of aggregate base course shall be borne by the Contractor.

Payment under this item shall be full compensation for procuring, hauling, placing and compacting aggregate base course material and shall include the costs of all labor, equipment and transportation necessary to complete the construction of the aggregate base course in accordance with these specifications and accompanying plans.

Item 5 - ASPHALTIC CONCRETE SURFACE COURSE (ACSC)

- 5.1 **SCOPE:** This specification covers the furnishing of materials used in and the placement of the Asphaltic Concrete Surface Course (ACSC) or Hot Bituminous Pavement (HBP) or Hot Mix Asphalt (HMA). Asphaltic concrete surface course materials shall be placed in accordance with these specifications and in conformity with typical cross-sections or as established by the Owner's Representative in the field.

This item assumes that underlying courses have been inspected, tested, and approved by the Owner's Representative, in accordance with these specifications and accompanying plans. Due diligence should be performed in establishing conformance of underlying courses prior to the on-set of ACSC paving operations.

- 5.2 **MATERIALS:** Asphalt concrete surface course materials shall be composed of a mixture of asphalt cement, aggregate and mineral filler. Asphalt cement shall conform to the requirements of AASHTO and shall be Performance Grade 58-28, 58-22, 64-28, 64-22, or 76-28.

Aggregate for the asphaltic concrete surface course shall be uniform quality, composed of clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, or a combination of these materials. The aggregate shall have a percentage of wear of not more than 40 when tested in accordance with the AASHTO or ASTM Standard Test Method for Abrasion of Coarse Aggregate, Los Angeles Machine. The aggregate materials shall not contain clay balls, organic matter, or other deleterious substances and will be non-plastic with a liquid limit less than 25. The fine aggregate shall have a sand equivalent greater than 45. The weighted average loss shall not exceed 10 percent when tested for soundness in a sodium solution, 5 cycles, in accordance with the applicable AASHTO or ASTM Standard Test Method. Excessive fine material shall be wasted before crushing.

Coarse aggregate will have not less than 80 percent one sided fracture, by weight of the particles retained on the No. 8, and not less than 70 percent shall have at least two fractured faces. Flat and elongated particles with a ratio of greater than 3 to 1 shall not exceed 10 percent of the total aggregate retained on the No. 8 sieve.

- 5.3 **JOB MIX FORMULA:** The Contractor shall submit to the Owner's Representative a job-mix formula, tested by an AASHTO accredited materials testing laboratory for each mixture to be supplied for the project. Mixture designs may be 5 years old, providing recent test data from an accredited laboratory indicates continued compliance of the mixture to the original design. A mixture summary must be submitted yearly to maintain commercial mixture active status. The yearly mixture summary must be prepared by an accredited laboratory and reviewed by a Professional Engineer. Any changes in aggregate or any other material sources requires the development of a new Job-Mix Formula. Review and/or approval by the Owner's Representative, does not relieve the Contractor of the responsibility for adhering to the specifications presented herein, should erroneous or incorrect data not be discovered by the reviewing agencies.

The job-mix formula shall be prepared in accordance with the latest Asphalt Institute Design Manual, MS-2 for Marshall Mix Designs, and SP-2 for Superpave Mix Designs, and the design characteristics presented herein.

The job-mix formula report from the accredited laboratory shall state the Marshall or Super-pave properties, optimum asphalt content, combined and individual aggregate grading, mixing and placing temperatures, aggregate characteristics, and mineral admixture or liquid anti-strip type and amount. The mixture properties, including air voids, bulk specific gravity, theoretical maximum specific gravity, voids in mineral aggregate, stability, flow, and other applicable properties shall be graphed in such a manner as the effects of variable asphalt content, between a minimum of four different asphalt contents, varying by 0.5 percent each, be plotted.

The job-mix formula and related data must be accepted by the Owner's Representative before the commencement of paving operations. Should a change in sources of materials be made, a new job-mix formula shall be required.

Job-mix formula's must be prepared, and reviewed by a State of Colorado Registered Professional Engineer, within one year of paving operations. Should the job-mix formula be greater than one year old, the Contractor may present a mixture summary documenting continued adherence of the mixture to the original design. The mixture summary may consist of a one-point Trial Batch with supporting aggregate data, or a summary of test data accumulated from the previous years mixture testing. The Trial Batch will verify all previous data presented in the original job-mix formula. If the results of aggregate specific gravity tests are within 0.02 of the original job-mix formula, additional aggregate verification tests such as Los Angeles Abrasion and Soundness are not required. However, sand equivalent, gradation, specific gravity and absorption, plasticity, and fractured face tests shall be completed and presented in the Trial Batch report, reviewed by a State of Colorado Registered Professional Engineer.

All job-mix formulas shall have a minimum of three individual aggregate materials, with no material constituting more than 50 percent of the aggregate blend.

Recycled Asphalt Paving (RAP) may be used as a portion of the job-mix with the following stipulations:

- RAP will be used at a maximum of 20 percent of the aggregate portion.
- RAP will be from one source and consist of a stockpile generated from one asphalt paving demolition project, with consistent properties, as determined by an accredited laboratory. Consistent, for the purposes of this specification item purpose, is defined as characteristics of gradation, aggregate durability quality, absorption, and asphalt content, which the job-mix formula design laboratory reasonably determines as consistently definable, to an extent which produces a bituminous mixture which will not be effected,

to the extent defined in the production mixture tolerances for gradation or voids characteristics, directly attributable to the RAP.

- The tested characteristics of the RAP will be presented in the job-mix formula, and include a minimum of 5 extraction gradations, 5 fractured face counts, and other tests determined by the accredited laboratory to be necessary.

The following parameters will be utilized in the process of developing job-mix formulas:

Sieve	Wide Band	
	$\frac{3}{4}$ " Grading	$\frac{1}{2}$ " Grading
1"	100	100
$\frac{3}{4}$ "	90-100	100
$\frac{1}{2}$ "	*(6)	90-100
$\frac{3}{8}$ "	*(6)	*(6)
#4	*(5)	*(5)
#8	23-49(5)	28-58(5)
#30	*(4)	*(4)
#200	2-8(2)	2-10(2)
Bitumen	5.0-7.0(.3)	5.0-7.0(.3)
Air Voids	3.0 – 5.0	3.0 – 5.0
VMA	13 min	14 min
Tensile Strength Ratio	70% min	70% min
Min Split Tensile Strength	100 psi dry	100 psi dry
Stability (Marshall)	2000 min	2000 min
Flow (Marshall)	8 – 16	8 – 16
Gyrations (N des)	86 (or approved)	86(or app.)
Marshall Blows	50	50

() = Plus or minus tolerance from targets established in job-mix formula for production control. When no parenthesis are provided indicates the production tolerances are the same as design parameters.

The production ranges will be based entirely upon the specific targets established in the job-mix formula. However, variation from the job-mix formula targets will be considered, providing the Contractor presents substantiating reason for target changes in a request to the Owners Representative. Changes in design targets must be reviewed by the accredited laboratory which developed the job-mix formula, and an opinion as to the effect in mixture quality provided by the laboratory, with respect to requested changes.

In addition to the job-mix formula laboratory data, a one-page design summary will be provided by the accredited laboratory, which presents all design targets indicated above, and all production tolerances based upon the ranges presented above. If production targets are requested to be changed from the design job-mix formula, a revised one-page summary will follow all job-mix formula target change requests to the Owners

Representative. **No target changes will be considered on materials, which have already been placed, unless the changes are relative to the initial test strip results.**

- 5.4 EQUIPMENT: Equipment to be used for mixing, hauling, placing and rolling HBP, will be at the discretion of the Contractor, but will comply with applicable State, Federal, and OSHA guidelines, with respect to Safety and Environmental protection.
- 5.5 MIXING: Asphalt cement shall be heated at the mixing plant to the viscosity at which it can be uniformly distributed throughout the mixture, and as denoted in the latest AASHTO, ASTM, or Asphalt Institute temperature/viscosity requirements, or the temperatures recommended by the bitumen supplier. Care shall be exercised to avoid over-heating the asphalt cement materials. Storage tanks shall be equipped with circulating pumps. For liquid anti-stripping agents, adequate and calibrated equipment will be provided at the mixing plant to ensure even and accurate additions.

Coarse and fine aggregate shall be handled and stored at the mixing plant in a manner that will prevent segregation of particle size, and intermingling of coarse and fine aggregate. When it is necessary to blend aggregate to achieve the gradation of the job-mix formula, blending shall be accomplished by feeding aggregates from each individual stockpile, through separate bins to the cold elevator feeders. Aggregates shall not be blended in the stockpiles.

Aggregates shall be stored in sizes that may be easily recombined into a gradation meeting the requirements of the job-mix formula. Cold aggregates shall be fed carefully to the mixing plant so that surplus and shortages will not occur, and cause breaks in the continuous operation of the plant. The aggregate and asphalt mixture shall be heated to the temperature specified in the job-mix formula.

Aggregate storage areas will be prepared in a manner which removes the possibility of retrieving soil or other deleterious materials during the retrieval process.

Mixing times shall be established in order to achieve 100 percent coating on all particles. The moisture content of the bituminous mixture shall not exceed 0.3 percent.

Commercial suppliers shall request a monthly inspection by Archuleta County utilizing the attached inspection form.

- 5.6 SPREADING AND FINISHING: No asphalt concrete surface course materials shall be placed until the prime coat application, if required, has fully set and cured before the start of paving operations. The prime coat shall be allowed to cure for a minimum of 24 hours prior to the placement of asphalt concrete materials.

HBP shall not be placed on loose or pumping substrate materials. The mixture shall not be placed when weather or surface conditions are such that the material cannot be properly handled, finished or compacted. The surface upon which the mixture is placed shall be reasonably free of moisture at the time such materials are spread. HBP mixtures

shall not be placed when the temperature is less than 50 degrees Fahrenheit, in the shade, or when the surface upon which the mixture is to be placed is frozen. The air temperature may be below 50 degrees Fahrenheit when paving, only after the Contractor has demonstrated through the placement of test strips, that consistent compaction can be achieved at the lower temperatures. Such test strips will be placed at designated temperatures, and if successful, those designated temperatures shall be the new standard. If unsuccessful, the test strip shall be allowed to remain in place, providing the surface is acceptable to the Owner's Representative, and Archuleta County, and no individual compaction test is less than 90 percent. The test strip will be paid for in accordance with the pay factors presented later in this specification.

The temperature of the asphaltic concrete surface course mixture, at the time of placement, shall be no more than 20 degrees below the target mixing temperature specified in the job-mix formula. Acceptance of the plant mixed material will be from the windrow, or behind the laydown machine.

At locations where the asphalt concrete surface course will abut existing asphalt pavement, the edge of the existing pavement shall be saw cut, to provide a smooth, tight edge. A tack coat of approved asphalt emulsion (SS-1, SS-1H, CSS-1, or CSS-1H) shall be applied evenly, and thoroughly, to all pavement cuts, existing asphalt requiring overlay, cold joints (over 24 hours old), and contact surfaces of concrete gutters and manholes, prior to placing asphalt concrete against them.

Asphalt concrete with design finished depths no greater than three inches may be placed in a single lift to provide a nominal compacted thickness. Asphalt concrete with finished depths greater than three inches shall be placed in two lifts, or as approved by Archuleta County. Any asphalt layers placed over new asphalt layers within six hours of the previous lift may be done without the use of a complete tack coat, provided the materials have not, at any time, been subject to dust, debris, or water (sweeping is not allowed to subjugate the necessity for tack coating). Placing of asphalt concrete shall be as continuous as possible. Any irregularities which occur shall be corrected before compaction of the mixture.

HBP shall be transported and placed in a manner to minimize segregation. Segregated areas behind the paving machine shall be removed immediately at the time of discovery and replaced with fresh material before the initial rolling takes place.

Should transverse joints be necessary, such joints shall be formed by cutting back on the previously placed lane to expose the full depth of the course. A coating of tack coat material shall be placed on the contact surface of the joint prior to placement of additional asphalt concrete mixture against the previously placed material.

In areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, asphalt concrete material shall be dumped, spread and raked with hand tools to provide the required compacted thickness.

5.7 COMPACTION: After the HBP has been spread, struck off, and surface irregularities have been adjusted, the mixture shall be thoroughly and uniformly compacted by rolling. The number, weight, and type of rollers furnished by the Contractor shall be sufficient to obtain the required compaction while the asphalt concrete mixture is in a workable condition. The Contractor may use any type of compaction equipment he deems necessary to obtain the specified density, provided a smooth surface free of irregularities, depressions, or roller marks is achieved at the completion of compaction operations. The type of compaction equipment to be used shall be that determined to be best suited to compact the material being placed, and shall be the sole responsibility of the Contractor. However, should even a small amount of surface cracking be evidenced behind the finish roll, the Owner's Representative, reserves the right to require pneumatic compaction be installed somewhere in the roller pattern, to remove mat cracking. If pneumatic compaction is required, or used voluntarily by the Contractor, environmentally safe and non-destructive (to asphalt mat) release agents shall be used on the tires so as to remove tire asphalt fine build-up. Any build-up which does occur shall be removed from the mat surface.

Any displacement occurring as a result of reversing the direction of a roller, or from any other causes, shall be corrected immediately by the use of rakes, and the addition of fresh asphalt concrete when required. Serious displacement, not reasonably correctable by hand work, will be removed and replaced. Rollers shall not be allowed to park at any time, on hot asphalt. Care shall be exercised in rolling not to displace the line or grade of the edges of the asphalt concrete mat. Rollers shall not pass over the unprotected edge of freshly placed asphalt.

Any mixture that becomes loose, broken, or displaced, or in any way is defective, shall be removed and replaced with fresh asphalt concrete which shall be compacted to conform with the surrounding areas.

Unless otherwise directed, rolling shall begin at the sides and proceed longitudinally, parallel to the street centerline. Each pass shall overlap a minimum of $\frac{1}{4}$ of the previous roller width. Rolling shall progress gradually to the crown of the street. When paving abuts a previously placed lane, the longitudinal joint shall be rolled first, followed by the regular procedure.

Rolling shall be continued until all roller marks are eliminated and compacted such that the average of all tests is not less than 92%, nor greater than 96% of the maximum theoretical density, as determined by the AASHTO T-209 test method, and no individual test result should indicate a compaction density less than 90% of the maximum density.

5.8 TESTING: Commercial Suppliers/Contractors who regularly provide mixtures in Archuleta County will provide a test strip at the beginning of paving operations yearly. The test strip will be tested with a calibrated (calibrated with core specimens on the mixture/depth tested). The calibration will be performed by obtaining five cores (minimum 4-inch diameter) from the compacted mat, in the same specific test location as performed with the nuclear device. The five cores may be obtained from a combination

of projects, if the tonnage on any single project is not sufficient. The density of the cores shall be compared to the nuclear densities and a correlation developed based upon the difference. The core tests shall govern.

Test strips shall be performed on every variance of asphalt thickness and accompanying correlation's will be developed. When directed by the Owner's Representative, the Contractor shall core drill or saw cut samples from the compacted pavement for thickness or compaction testing.

The amount of control exercised by the Contractor's accredited laboratory in the process of monitoring compaction will be at the discretion of the Contractor. However, the Contractor/Supplier shall provide compaction test results a minimum of once per 500 tons of asphalt placed, on each mixture placed, regardless of the location of placement. The purpose of the testing will be to establish a continuous and consistent pattern of placement and compaction. Accordingly, a minimum of three nuclear density tests shall be performed on each mixture placed, daily. The nuclear density tests shall be performed at random, and may consist of a combination of small projects. Each compaction test shall represent no more than 500 tons of material placed. The Owner or Engineer may request additional compaction testing as necessary. Tests which indicate conformance to the specifications shall be compensated for by the Owner, failing tests shall be compensated for by the Contractor.

All lay-down "take-offs" will be monitored by the Contractor, with a ten-foot straight edge. The maximum gap between any contact points of the straight edge will be 1/4". The take-offs will be reworked until the gaps between contact points, measured transverse or laterally to centerline, are within the specified tolerance.

The straight edge will be periodically placed on the compacted mat in a lateral direction to centerline. Should any typical crowns or dips in the mat be evident in excess of 1/4", the lay-down screed or roller pattern will be adjusted such that the crown or dip is removed.

MINIMUM TESTING SCHEDULE FOR COMMERCIAL PLANTS AND RANDOM PLACEMENTS

Type of Test	Frequency	Specification
Asphalt Content (nuclear, burn-off, or quantitative)	1/500 tons	± .3% of Target
Gradation (Cold Feed)	1/500 tons	Allowable Deviations provided in Wide Band Table Section 3
Tensile Strength Ratio	1/month	Min 70%, Min 100 psi dry
Air Voids (Marshall or Superpave)	1/week	3.0% to 5.0%
Mat Density (Nuclear)	1/500 tons	92% to 96%

Quality Control shall be considered incidental to the cost of asphalt. It is the intent of the quality control portion of this specification to ensure quality on all projects.

5.9 **METHOD AND MEASUREMENT OF PAYMENT:** Payment for this item shall be made at the contract unit price per ton of Hot Bituminous Pavement installed and accepted. Payment will be made for actual tonnage supplied based on truck tickets. No payment will be made for excessive asphalt placed, or asphalt placed in areas not indicated on the plans or directed by the Owner or Engineer.

Separate payment will not be made for furnishing and applying tack coat or furnishing test samples and reconstructing the areas from which they are taken. Separate payment will not be made for furnishing Quality Control/Acceptance testing by the accredited testing laboratory. Separate payment will not be made for patching, and the tonnage for patching has been included in the overall quantity for this item.

Payment under this item shall be full compensation for furnishing all materials; mixing, hauling, placing and compacting the asphalt concrete surface course and shall include the costs of all labor, saw-cutting, equipment, storage of materials, and transportation necessary to complete the construction of the Hot Bituminous Layer in accordance with these specifications and accompanying plans. Payment under this item will also be full compensation for any necessary re-shaping and compacting of the existing, or new Aggregate Surface Course to typical cross section in order to comply with the applicable specifications in the overall contract documents.

Deductions will be made for the following items on a daily basis, in accordance with the following consecutive multiplier tables. The tables are considered consecutive as the overall daily tonnage sum will be applied to deductions, or one-hundred percent pay for the first table multipliers, then that amount applied to the second table multipliers and so on until the final tonnage payment is derived.

Table 1) ASPHALT CONTENT MULTIPLIERS

OUT OF TOLERANCE	MULTIPLIER
.2%	.99
.3%	.97
.4%	.90
.5%	.80
>.5%	.70

Table 2) AVERAGE COMPACTION MULTIPLIER

OVER TOLERANCE	MULTIPLIER
.5%	.95
1%	.80
2%	.70
>2%	.65

UNDER TOLERANCE	MULTIPLIER
1%	.95
2%	.85
>2%	.65

**Table 3) GRADATION MULTIPLIER
ANY SIEVE PERCENTAGE ACCUMULATIVE**

OUT OF TOLERANCE (ACCUMULATIVE)	MULTIPLIER
1%	1.0
2%	1.0
3%	.95
4%	.90
5%	.80
6%	.70
7%	.60
>7%	.50

Table 4) JOB-MIX AIR VOIDS MULTIPLIER

OUT OF TOLERANCE	MULTIPLIER
.1	1.0
.2	.99
.3	.97
.4	.95
.5	.90
.6	.80
.7	.70
>.7	.60

Should any deduction occur for three consecutive days, the Contractor shall cease operations. During the shut-down, the Contractor shall submit in writing what is proposed to remediate the operation or materials, such that the pay factor will increase to 100 percent. The remedial measures submitted will be reviewed by the Owner's representative and discussed in a meeting to be held with all parties, prior to resumption of paving operations.

The multipliers will be based upon the average of all tests performed in one day. The Contractor may request in writing that the material be retested, but sufficient evidence of an unnecessary deduction must be presented (i.e. only a portion of the production is represented by one sample).

Item 6 - GRADING OF SHOULDERS AND DITCHES

6.1 **SCOPE:** This specification covers final cleanup and grading of the shoulder area and ditches adjacent to the trail constructed as part of this project. Shoulder and ditch grading and cleanup shall be done in accordance with these specifications and in conformity with lines, grades and slopes as shown on the plans or as established by the Engineer in the field.

6.2 **SHOULDERS:** Trail shoulders shall be finished accurately to the dimensions indicated, with uniform slopes into the ditches, free from humps and hollows. Care shall be exercised to avoid loosening of material beyond the required slopes. In general, grading of shoulders shall extend from the edge of the constructed trail to the ditches.

Shoulders shall be compacted to provide lateral support for the recently placed asphalt surface, and shall be wheel rolled with construction equipment at a minimum, but may require the use of a roller or other equipment to achieve the desired result of a firm surface.

Grading shall be done in such a manner that there will not be left on the surface, at any time, ridges or earth or other material that will interfere with the drainage of water. The contractor shall remove and properly dispose of all excess material from the shoulder area and shall haul in and place extra material where required to achieve the desired slope and finished.

The degree of finish to be required will be that ordinarily obtained with blade graders or similar equipment. When necessary to obtain the desired results, hand finishing will be required.

6.3 **DITCHES:** Trail (and road-side) ditches shall be finished accurately to uniform slope, free from humps and hollows. Care shall be exercised to avoid loosening of material beyond the required slopes. In general, grading shall extend from the edge of the gravel shoulder to the back side of the properly sloped trail or road-side ditch.

After removal of organic material, the ditches shall be shaped and cleaned to the required dimensions as shown on the plans or as directed by the Engineer in the field. Ditches shall be graded such that water will drain away from the paved surfaces. No areas that would allow ponding of water in the ditch will be allowed. All ditches shall freely drain.

Grading shall be done in such a manner that there will not be left on the surface, at any time, ridges of earth or other material that will interfere with the drainage of water. The contractor shall remove and properly dispose of all excess material from the ditch areas and shall haul and place extra material where required to achieve the desired slope and finish.

The degree of finish to be required will be that ordinarily obtained with blade graders or similar equipment. When necessary to obtain the desired results, hand finishing will be required.

- 6.4 METHOD OF MEASUREMENT AND PAYMENT: Payment for this item shall be made at the contract unit bid price per linear foot of shoulder and ditch graded and accepted. The footage for which payment is made shall be measured along the edge of the trail on both sides and shall be based on the quantities actually graded and accepted.

Payment for supplemental Aggregate Base Course (ABC) material and installation shall be made under the specification entitled AGGREGATE BASE COURSE.

The cost associated with wasting excess material or providing additional material shall be considered subsidiary to the grading of shoulder and ditch areas and no separate payment will be made for this item of work. Unauthorized work or work done beyond the limits as established by the Engineer in the field will not be paid for as part of this specification. All costs related to unauthorized work or damage caused by the Contractor's operations shall be borne solely by the contractor.

Item 7 – CULVERTS & END SECTIONS

7.1 **SCOPE:** This specification covers the furnishing and installation of culvert pipes and necessary fittings to be used in the construction of drainage and ditch culverts. Culverts shall be constructed in accordance with these specifications and in conformity with lines, grades, and slopes as shown on the plans or as established by the Engineer in the field.

7.2 **MATERIAL:** All pipes shall be of the size shown on the plans with the material requirements indicated as follows:

(a) Corrugated Metal Pipe (CMP) – shall be galvanized, and a minimum thickness of 16 gage. Pipes may be helically or circumferentially corrugated, and shall meet the requirements of AASHTO M 36 except that sawed ends and butt welded joints will be permitted for pipe with helical corrugations formed with continuous lock or welded seams provided all burrs are removed from sawed ends and provided the welds are acceptable.

End sections shall be supplied as indicated in the bid schedule and as shown on the plans, and shall be of the same material as the associated pipe. Pipe lengths indicated on the plans and in the bid schedule do not include the end section length. Damage to pipe or end sections shall be repaired by the contractor prior to acceptance of the installation. Pipe manufacturer recommended couplings and joint sealants shall be used on all connections.

7.3 **INSTALLATION:** Installation of pipe shall be in accordance with the manufacturer's recommendations unless otherwise specified herein or shown on the plans.

All CMP shall be laid with the outside laps of circumferential joints pointing upstream and with longitudinal laps on the side. All HDPE pipe and RCP shall be laid with the bells pointing upstream.

Trenches at a minimum shall be of a width to allow for proper jointing and placement and compaction of backfill material. CMP and HDPE pipe shall be installed in trenches which have a firm, stable bottom. If the foundation is good firm earth, the trench bottom shall be shaped to give full support to the lower third of the pipe. If the foundation is not good, a layer of fine gravel or other suitable material can be placed in the trench bottom. In any case, the trench bottom along the entire length of the pipe shall be properly graded to assure adequate bearing of the pipe. RCP shall be bedded with a minimum of 3 inches of bedding material in soil conditions, and 12 inches of bedding material in bedrock conditions. Recesses shall be made to accommodate pipe bells as required.

Each section of pipe shall rest upon the pipe bed for its full length, blocking or wedging will not be permitted. Any pipe that is disturbed after laying shall be taken up and re-laid.

The subgrade upon which the pipe is placed shall consist of material suitable for supporting the pipe without excessive settlement or stress development. In the event that rock or excessively spongy or unstable materials are encountered, they shall be removed to a depth of not less than 6 inches below the bottom of the pipe grade and replaced with approved material and mechanically compacted to grade.

Damaged pipe ends shall be repaired or removed before placing next to adjacent pipe so that water-tight connection can be made. Damaged ends of existing pipes shall be removed to the extent of damage and replaced with pipe of the appropriate diameter. Repair to damaged pipes shall be made per manufacturer recommendations.

Preparation of the trench bottom and placement of the pipe shall be carefully made so that, when in final position, the pipe is true to line and grade.

Backfill material shall be of the type and quality conforming to that specified for the adjoining fill material and shall be compacted with power tampers to the same density and moisture requirements as specified for adjoining sections of compacted material.

After the culvert is in place, backfill material shall be placed and spread in layers not to exceed 4 inches in depth prior to compaction. Backfill over and around the pipe shall be brought up uniformly on all sides in order to avoid distortional stress in the pipe. Particular care shall be taken to thoroughly compact the backfill materials under and around the pipe. Flowfill concrete may be used in lieu of compacted soil. Special care shall be taken when using flowfill not to float the pipe.

Culverts shall be so placed that the minimum vertical distance from the finished grade to the top of the pipe shall not be less than 1 foot. The culverts shall be installed with the inverts at the elevations shown on the plans, or such that the inverts of the culvert conform as nearly as possible with the bottom of existing drainage ways.

7.4 METHOD OF MEASUREMENT AND PAYMENT: Payment for culverts shall be made at the contract unit bid price per lineal foot of pipe installed and accepted. Payment for end sections shall be made at the contract bid price for each end section installed and accepted.

Payment under this item shall be full compensation for furnishing and installing culverts and end sections, and shall include the costs of all labor, equipment, materials, and transportation necessary to complete the construction of the culverts in accordance with these specifications and accompanying plans.

Any excavations, removal of existing culverts, removal of asphalt or concrete, or use of flowfill concrete for backfill required for the installation of culverts or end sections not covered specifically elsewhere in this Contract shall be considered subsidiary to the installation thereof. No separate payment will be made for excavations, backfill, or flowfill required in the installation of culverts or end sections.

Item 8 - RIPRAP

- 8.1 **SCOPE:** This specification covers the procurement, hauling and placement of riprap on the slopes at drainage or culvert ends for prevention of erosion.
- 8.2 **MATERIALS:** The materials used for riprap shall be sound rock of the gradation indicated in the table below. Riprap for steep sloped areas shall be angular in nature to prevent continual displacement. It shall be the responsibility of the Contractor to locate and purchase riprap that is acceptable to the Engineer.

Median (D ₅₀) Stone Size (inches)	% Material Smaller than Typ. Stone	Typical Stone Dimensions (inches)	Typical Stone Weight (pounds)
6	70-100	12	85
	50-70	9	35
	35-50	6	10
	2-10	2	0.4

Geotextile filter fabric shall be a non-woven geotextile such as a Mirafi 160N, or similar, durable and suitable for the intended use, as approved by the Engineer.

- 8.3 **PLACEMENT:** Geotextile installation shall be in accordance with the manufacturer's guidelines and recommendations. No fabric shall be installed until the prepared subgrade is inspected and approved. In general, the fabric shall be laid in the direction of construction traffic, however, subject to approval of the Engineer, specific project dimensions may alter this layout. Fabric panels shall be overlapped both side-to-side and end-to-end not less than two feet. Fabric shall be rolled out in preparation for riprap, beginning at a point that allows easy access for construction equipment. Fabric overlaps shall be made as required during installation. If transverse overlaps are required, the upstream fabric shall be on top.

Riprap may be placed and spread by mechanical means on mild slopes and may require hand placement on steep slopes or in tight areas to provide the desired armoring while still being aesthetically pleasing to the eye and not impeding ditch flows. Riprap shall be dressed to neat lines and grades and shall form a protective layer on embankment slopes. Riprap shall be not less than 10.5 inches thick where shown on plans.

- 8.4 **METHOD OF MEASUREMENT AND PAYMENT:** Payment for riprap shall be made at the contract unit bid price per cubic yard of material placed and accepted. Payment for geotextile filter fabric shall be made at the contract unit bid price per square yard installed and accepted. The Engineer shall determine the yardage for which payment is made in the field based on the actual area covered and thickness installed. No payment shall be made for excess riprap or geotextile overlaps.

Payment under this item shall be full compensation for procuring, hauling and placing riprap and filter fabric and shall include the costs of all labor, materials, equipment, transportation and supervision necessary to complete this item of work in accordance with these specifications and accompanying plans.

Item 9 – SEEDING, MULCHING, AND FERTILIZING

- 9.1 **SCOPE:** This specification covers the seeding, mulching, and fertilizing of all disturbed turf landscaped areas on the project.
- 9.2 **MATERIALS:** The following seed mix is a typical prescribed native seed mix for this area:

Species	Pure Live Seed (lbs/acre)
Thickspike	12.000
Bluegrama	2.500
Junegrass	0.250
Bigelow's Aster	0.125
Indian Ricegrass	10.000
Yarrow	0.125
Fringed Sage	0.125
Scarlet Gilia	0.125
Total lbs. Pure live seed/acre	25.25

Seed shall be certified noxious weed free. An alternate seed mix may be approved if desired by the Owner and submitted by the Contractor.

Mulch shall be weed free hay, straw, compost, or fibrous material, and shall meet the material requirements of Section 213 of the Colorado Department of Transportation's (CDOT) "Standard Specifications for Road and Bridge Construction", Latest Edition.

Fertilizer shall be commercial grade complete fertilizer of neutral character, consisting of fast and slow release nitrogen, 50 percent of which shall be derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.

- 9.3 **INSTALLATION:** All surface grading shall be complete and verified functional prior to seeding activities. Topsoil shall be placed and properly graded, conditioned, and fertilized at 50 to 100 lbs. per acre, as appropriate, prior to seeding. Soil shall be adequately moistened, but not muddied prior to seeding. Seed may be broadcast and raked or hydraulically applied at double the above indicated rate. Seeding drilled by mechanical power drawn drills followed by packer wheels or drag chains may be at the indicated rate. Mechanical drill shall have depth bands set to 1/4 inch and shall be set to space the rows not more than seven inches apart. Mulching of slopes may be hydraulically applied or may be uniformly covered with weed free hay or straw mulch at 2,000 lbs. per acre with an appropriate mulch tackifier, which should be applied per manufacturer's directions. Hay or straw mulch shall be crimped in with a crimper or other approved equipment. Compost or fibrous mulches, if intended for use, shall be submitted for approval by the Engineer with recommended application rates.

Seed shall not be sown nor mulch applied during windy weather or when the ground is frozen or otherwise un-tillable.

9.4 METHOD OF MEASUREMENT AND PAYMENT: Payment for seeding, mulching, and fertilizing shall be made at the contract unit bid price per acre performed and accepted. Payment under this item shall be full compensation for furnishing and installing seed, mulch, fertilizer, and tackifier, and shall include the costs of all labor, equipment, materials, and transportation necessary to complete the construction of the seeding, mulching, and fertilizing in accordance with these specifications and accompanying plans. No payment shall be made for excess seeding, mulching, and fertilizing, or for seeding, mulching, and fertilizing outside of the planned construction area.

Item 10 – EROSION CONTROL AND CONSTRUCTION FENCING

- 10.1 **SCOPE:** This specification covers temporary erosion control measures to minimize sediment transport along with construction fencing. Erosion control measures shall be performed in accordance Best Management Practices (BMP) as contained in the Stormwater Management Plan (SWMP) prepared for this project or as contained in Section 208 of the Colorado Department of Transportation's (CDOT) "Standard Specifications for Road and Bridge Construction", Latest Edition (CDOT Standard Specifications).
- 10.2 **PLANNING AND PERMITS:** Since the overall disturbance for this project is greater than one acre a SWMP has been prepared, and a Storm Water Discharge Permit (SWDP) will be required. Temporary erosion control will primarily consist of perimeter control by the installation of silt fence, and protection of drainage structure inlets and outlets. The Contractor shall be responsible for minimizing the potential for offsite sediment transport, and for installation of any other BMP devices deemed necessary by the Engineer in the field.
- 10.3 **MATERIALS:** Construction fencing shall be orange nylon net barrier fencing to be installed with 4 foot T-posts. Enough fencing should be available to protect the work and the public during construction, as determined by the Engineer or the Owner. All construction fencing installation shall be approved by the Engineer in the field.

Silt fence shall be constructed of durable material specifically for the use of sediment control. The need for silt fence will be determined by the Engineer in the field.

Straw wattles or logs shall be constructed of certified weed free straw with biodegradable net wrapping. Straw logs shall be 9 inch diameter, and shall be installed in ditches and on slopes as determined in the field to minimize sediment transport, and will be used for drainage structure inlet and outlet projection.

Earthen berms shall be approximately 2 feet wide at the base and shall provide a 6 inch deep "ditch" on the uphill side for potential drainage interception and sediment storage. Earthen berms shall be wheel rolled to provide a stable barrier for the duration of the installation, and shall be periodically cleaned and reshaped following precipitation events, as necessary.

- 10.4 **INSTALLATION:** All BMPs shall be installed in accordance with the details contained in the project specific SWMP or the CDOT M-208-1 standard plan sheets. The Contractor will be required to have an Erosion Control Supervisor responsible for the review, documentation, and maintenance of erosion control measures. The SWMP, SWDP, and all associated review and modification records shall be kept on the project at all times and be available for review.

10.5 METHOD OF MEASUREMENT AND PAYMENT: Payment for construction fencing shall be made at the contract unit bid price per linear foot of construction fencing installed and accepted. Payment for silt fencing shall be made at the contract unit bid price per linear foot of silt fencing installed and accepted. Payment for straw logs shall be at the contract unit bid price per linear foot installed and accepted. Payment for the earthen berm shall be at the contract unit bid price per linear foot of earthen berm installed and accepted. Payment for the erosion control supervisor shall be made at the contract lump sum bid price.

Payment under this item shall be full compensation for procuring, hauling and placing fencing and erosion control measures and shall include the costs of all labor, materials, equipment, transportation and supervision necessary to complete this item of work in accordance with these specifications and accompanying plans.

Item 11 - PAVEMENT MARKING

- 11.1 **SCOPE:** This specification covers painting of crosswalks and yield lines for the asphalt roadway cross walks.
- 11.2 **MATERIAL:** Materials required shall be as necessary to properly paint markings as indicated on the plans. All materials shall meet the requirements of the applicable Sections of the Colorado Department of Transportation's (CDOT) "Standard Specifications for Road and Bridge Construction", Latest Edition. Special attention is called to Section 708.
- 11.3 **INSTALLATION:** Construction of the crosswalk pavement markings shall include white stripes of dimensions two feet by eight feet spaced three or four feet apart in cross walk locations indicated on the accompanying plans or as established by the Engineer in the field. Construction of the yield line pavement markings shall include white triangles of dimensions with a 12 inch base by 18 inch height spaced 12 inches apart in locations indicated on the accompanying plans or as established by the Engineer in the field. All installation shall be performed per manufacturer's instructions and per the applicable sections of CDOT's "Standard Specifications for Road and Bridge Construction" Latest Edition. Special Attention shall be paid to Section 627 of the above mentioned specifications. Installation shall also comply with the applicable drawings contained in CDOT's M&S Standards, latest version and the MUTCD, latest version.
- 11.4 **METHOD OF MEASUREMENT AND PAYMENT:** Payment for this item shall be made at the unit bid price per gallon of pavement marking paint. Payment under this item shall be full compensation for furnishing and installing the pavement paint and glass beads, and shall include the costs of all labor, equipment, materials, and transportation necessary to complete the construction of the pavement marking in accordance with these specifications and accompanying plans.

Item 12 – TRAFFIC CONTROL SIGNS

- 12.1 **SCOPE:** This specification covers the supply and installation of traffic control and street signs. All traffic control signs shall meet the requirements of these specifications, the latest edition of the Manual On Uniform Traffic Control Devices, the current Colorado Department of Transportation’s (CDOT) “Standard Specifications for Road and Bridge Construction” (Section 614), and the current CDOT M&S Standards (S-614-1 and S-614-2).
- 12.2 **MATERIALS:** All traffic control signs shall be class 1 ground signs and shall be installed with appropriate tubular steel posts and sockets. All signs panels shall have the proper retroreflective sheeting. All signs shall include all mounting systems, bolts, brackets, poles, foundations, etc. to complete the installation as required. All street signs shall be 6 inch high green signs with 4 inch white lettering. All street signs shall be reflective, engineer grade, and double sided.
- 12.3 **INSTALLATION:** Signs, posts, foundations, and mountings shall be constructed to permanently hold signs in proper position, resist swaying in the wind, and resist displacement by vandalism. Concrete bases for sign supports shall be flush with ground or sidewalk level. Signs shall be mounted with a minimum of 5 feet clearance from the sign bottom to the top of the near pavement edge. Where multiple signs are mounted on one post, the bottom sign shall have 5 feet vertical clearance. All signs shall have a minimum lateral clearance of 2 feet from the edge of the gravel shoulder, unless space is restricted, where 1 foot of lateral clearance will be required. Street signs shall be installed on the appropriate stop sign, as indicated in the plans. Where installations are adjacent to pedestrian or bicycle paths, the signs shall be mounted with a minimum of 7 feet of clearance from the bottom of the sign to the top of the path elevation. Signs installed in concrete or asphalt areas shall be sleeved.

Signs shall be installed of the type, size, and location indicated on the plans. Existing signs and posts to be removed shall be returned to the OWNER at the proper facility, as directed. At no time shall intersection signs be removed leaving the intersection in an unsafe condition.

- 12.4 **METHOD OF MEASUREMENT AND PAYMENT:** Payment for new traffic control signs shall be made at the contract unit bid price per traffic control sign installed and accepted. Payment for removal and relocation of signs will be made at the contract unit bid price per sign relocated and accepted. No additional payment will be made for signs removed and returned to the OWNER.

Payment for items covered under this specification shall be full compensation for all excavation, labor, concrete, materials, and transportation required to provide and install the traffic control and street signs per these specifications and accompanying plans.

Item 13 – MISCELLANEOUS CONSTRUCTION

- 13.1 **SCOPE:** This specification covers miscellaneous construction items which are required to complete the overall project and which are not directly subsidiary to other construction items.
- 13.2 **PERFORMANCE:** All miscellaneous construction on objects to be modified shall be performed to yield a finished product which is as-good or-better than the present condition of said object. All work shall be performed at the highest possible quality, and in accordance with applicable project specifications.
- 13.3 **ITEMS:** The letters below correspond to the bid schedule listing under Item 13.
- (a) **Manhole Elevation Adjustment** – It is anticipated, the manhole near station 30+63.23 will need to be raised approximately 6” to match the proposed fill slope. This can be accomplished with concrete or polypropylene grade rings, lid grade rings, or a combination thereof. Sealant, such as Ramnek or equal, shall be placed between grade adjustment components as necessary.
- (b) **Boulder Landscape Wall** – A small wall shall be constructed in the area designated on the plans. Boulders shall be sound and aesthetically pleasing rocks uniform in appearance 1 to 2 foot diameter that are configured to accommodate easy and stable stacking. No use of spalling rocks (such as shale or highly weathered sandstone) will be allowed. The Engineer shall approve boulders intended for use prior to purchase or installation. The boulders shall be installed on subgrade which has been compacted to subgrade preparation specifications. No boulders shall be placed on loose, un-compacted, frozen, or otherwise unacceptable subgrade material which could result in settling or shifting. Minor bedding with native embankment material may be required for proper placement of boulders to achieve the desired positioning and appearance. No boulders shall be left in an unstable condition. It is proposed that the backfill material for the walls be salvaged native material for walls 1.5 feet or less above adjacent grade. Where walls are higher than this, native backfill shall be used to within 6 inches of the back, with a clean rock filter aggregate placed adjacent to the boulder wall where above the grade of the ground at the front of the wall to facilitate drainage and prevent hydrostatic buildup. The clean gravel shall be from the grade of the ground at the front of the wall and extended to within 6 inches of the ground surface behind the wall. Any clean gravel required shall be supplied as part of the wall item.
- 13.4 **METHOD OF MEASUREMENT AND PAYMENT:** Payment for the miscellaneous construction items shall be at the contract unit bid price as applicable for each item. Payment under this item shall be full compensation for completing the miscellaneous construction and shall include the costs of all labor, equipment, materials, and transportation necessary to complete the miscellaneous construction in accordance with these specifications and accompanying plans.

Item 14 - MAINTENANCE OF TRAFFIC

14.1 SCOPE: This specification covers the maintenance of traffic in areas under construction and required traffic controls.

14.2 PROVISIONS FOR TRAFFIC DURING CONSTRUCTION: The Contractor will keep Vista Boulevard, Lake Forest Circle and all affected side roads open to local traffic while undergoing trail construction. The Contractor will be required to coordinate construction activities and provide updated schedules so that the Owner can remain informed.

No work which interferes or conflicts with traveled roadways shall be started or performed until a satisfactory plan for handling the traffic has been developed by the Contractor and approved by the Engineer.

The Contractor shall keep the portion of the project being used by traffic, in such condition that traffic will be adequately accommodated. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings and intersections with driveways. Water or use other satisfactory means for dust control shall be furnished and applied.

14.3 TRAFFIC CONTROL: The Contractor shall develop an appropriate Traffic Control Plan, at the Contractor's expense, including individual Methods of Handling Traffic (MHT) for various conditions. The plan shall incorporate flaggers, barricades, signage, and detours, as required. The Traffic Control Plan shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), and shall be approved by the Owner and the Engineer. Failure to provide adequate traffic control will result in job shutdown until an acceptable plan is developed, or development of a plan by the Owner/Engineer at the Contractor's expense.

14.4 METHOD OF MEASUREMENT AND PAYMENT: Payment for this item shall be made at the contract lump sum bid price for maintenance of traffic. Payment under this item shall be full compensation for traffic control personnel and signage and shall include the costs of all labor, equipment, materials, and transportation necessary to complete the maintenance of traffic in accordance with these specifications and accompanying plans.

Item 15 – MOBILIZATION & DEMOBILIZATION

- 15.1 SCOPE: This specification covers mobilization and demobilization of personnel, equipment, and supplies at the project site in preparation for and at the conclusion of work on the project.
- 15.2 PROCEDURE: This item shall include the establishment of the CONTRACTOR's office, staging areas, and other necessary facilities, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract and at the completion of all items under the Contract.
- 15.3 METHOD OF MEASUREMENT AND PAYMENT: Payment for mobilization and demobilization shall be made at the contract lump sum bid price. Payment under this item shall be full compensation for all required mobilization and demobilization and related activities as required by this contract. No separate or additional payments shall be made for mobilization or demobilization associated with winter shutdown or other job stoppage or delay due to no fault of the Owner.



230 Port Ave., Pagosa Springs, CO 81147
Phone: 970-731-5635 Fax: 970-731-5362 Toll Free: 1-888-467-5762
e-mail: plpoa@plpoa.com • www.plpoa.com

To: Archuleta County, Larry Walton

From: Pagosa Lakes Property Owners Association

Re: Engineering Costs for Pagosa Regional Trail Project

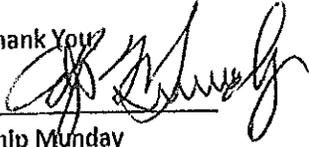
May 10, 2016

Dear Mr. Walton,

The Pagosa Lakes Property Owners is fully committed to the implementation of the Pagosa Regional Trail Project as outlined in the project scope and is looking forward to working closely with the county in completing this important community trail project. As you note in your comments at our meeting last week and in your e-mail, it appears that engineering costs will be higher than the original project budget had indicated when the project budget was completed in the fall of 2014. Engineering costs can be higher than anticipated sometimes, and the budget was an estimate. We had estimated project engineering to be in the neighborhood of \$68K and it appears it will be closer to \$99K based on Davis Engineering recent engineering costs estimate summary.

We are fully committed to this project and will cover the engineering expenses as we have agreed to do. We have already seen some lower than expected construction bids early on in this project which bodes well for the project and will help in other aspects. Please let us know if you have any questions regarding this matter.

Thank You

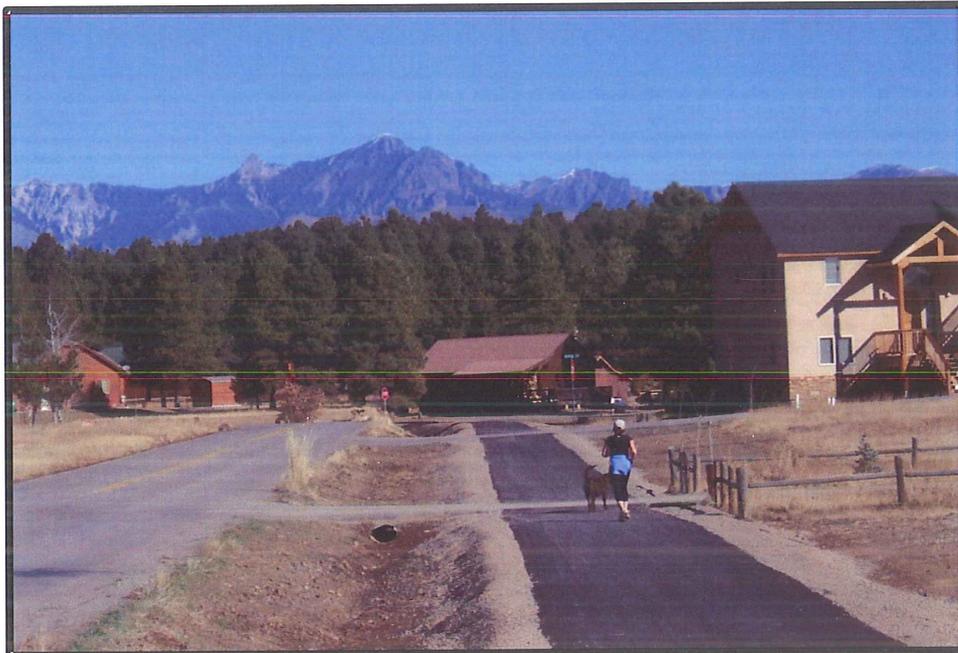

Chip Munday
General Manager

Design & Construction Engineering Services Proposal

For

Trails in the PLPOA - 2016

(Vista Boulevard – Park Avenue to Lake Forest Circle)
(North Pagosa Blvd. - Lake Forest Circle south to Edgewater Dr.)
(North Pagosa Blvd. – Hatcher Circle to Saturn Drive)



Jogger and companion using existing Lake Forest Circle trail near Lake Forest access road.

Prepared for

Archuleta County, Colorado

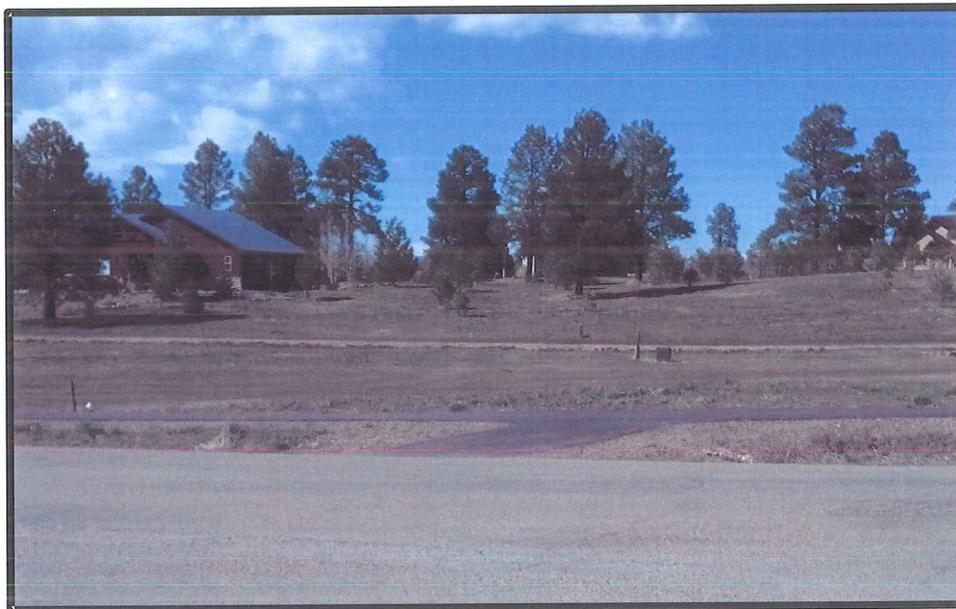
Submitted on

April 18, 2016

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B	Insurance Certificates



Existing trail access across from Vista Boulevard at Lake Forest Circle to be relocated to line up with proposed trail on east side of Vista Boulevard.

Davis Engineering Service, Inc. (DES) is pleased to offer this cost proposal to Archuleta County (County) for providing design and construction engineering services associated with Trails in the Pagosa Lakes Property Owners Association (PLPOA). These trails consist of an asphalt multi-use trail along Vista Boulevard from Park Avenue to Lake Forest Circle ($\pm 3,600$ linear feet), an asphalt multi-use trail along North Pagosa Boulevard from Lake Forest Circle south to Edgewater Drive ($\pm 2,900$ linear feet), and a gravel trail along North Pagosa Boulevard from Saturn Drive to Hatcher Circle ($\pm 2,600$ linear feet). Within this document we will provide specific project approach, contract cost, and project schedule information. For general company information, similar project experiences, and personnel qualifications, please refer to the Statement of Qualifications previously submitted and dated September 26, 2013. While we have had some staff changes in the Pagosa Springs office since that time, the key personnel of Dean P. Schultz, PLS, Michael M. Davis, PE, Myron S. Stretton, PLS, and J. Nathan Stretton, PLS are all still on staff and actively working on similar projects in Archuleta County and the surrounding areas.

Project Information and Approach

The Vista Boulevard trail project has been designed, and is presently out for construction bid. Therefore, the remaining services to be provided for this project are associated with construction. This project has been designed as an eight foot wide asphalt surfaced multi-use trail, similar to the others existing in PLPOA. This trail will initiate near the intersection of Park Avenue and Vista Boulevard, and will terminate at Lake Forest Circle. The trail is planned for the east side of Vista Boulevard, thus minimizing road and driveway crossings. The connection to the existing Lake Forest Circle trail will be relocated to line up the subject Vista Boulevard trail as part of the Lake Forest Circle Road Reconstruction project, also presently out for bid (separate project under a separate contract). Pavement markings and signage associated with the trail crossing of Lake Forest Circle will be included in the trail project.

The North Pagosa Boulevard trail from Lake Forest Circle south to Edgewater Drive is another multi-use trail planned for an eight foot wide asphalt surface. This segment of trail will initiate at the existing Lake Forest Circle trail, will travel south a ways and then cross North Pagosa Boulevard to the east side, and then terminate after crossing Northlake Avenue, somewhere near the intersection with Edgewater Drive. It is envisioned that future extension of this trail across the dam for Village Lake will require a sidewalk only portion on the west side of North Pagosa Boulevard, similar to that as exists currently across the Lake Forest Dam on Lake Forest Circle. This trail is presently in the design stage, with completion of the project documents expected in May 2016.

The trail along a portion of North Pagosa Boulevard in the Lake Hatcher Park and Pagosa Highlands Estates area is planned to be a gravel or crusher fines trail, potentially constructed in part by the Youth Corps. This trail segment will likely be located on the east side of North Pagosa Boulevard between Saturn Drive on the north and Hatcher Circle on the south. It is planned for this trail to connect to a proposed Forest Service trailhead hoped for at the location of the old sewer treatment facility site. While the plans for the asphalt surface multi-use trails are essentially "miniature roads", those required for the gravel or crusher fines trails (not intended for future paving) should require less detail, potentially with typical sections, horizontal

alignment, drainage crossing details, and a project profile. Presently, only some site survey work has been performed, with the remainder of the design and construction services necessary.

Listed below are the planned **DESIGN ENGINEERING SERVICE** items required to complete the subject trail project contracts, plans and specifications, with a brief description of each:

Site Survey and Mapping – It will be necessary to obtain and map topographic information for use in developing site specific plans for the subject trails. While surface utility features will be located, we do not intend to have underground utilities located, as the trail construction will essentially be “light on the land” and shouldn’t require deep excavations. ROW within platted subdivisions will be shown by locating field monuments and “overlying” the record plat information. Should ROW issues be found and significant discrepancies noted between the field and plat information to where the “overlying” cannot be reasonably done, we propose to be compensated for additional ROW surveying, calculations, and mapping at our rates in effect when the work is performed, with a copy of our current rates included in Appendix A. An estimate for the cost of anticipated additional work will be provided and approval gained from the County prior to initiating said work. (As a note, most of the surveying work is done, but we have not yet been compensated for these efforts for the two trails along North Pagosa Boulevard).

Trail Design – As required, the trail horizontal and vertical alignment and configuration will be designed utilizing guidelines where available, but in general being similar with other facilities in PLPOA. As previously mentioned, the Vista Boulevard and southerly North Pagosa Boulevard trails are planned to be eight foot wide asphalt multi-use trails, where the northerly North Pagosa Boulevard trail is intended to be a gravel or crusher fines surfaced trail around four feet wide.

Contract and Specification Preparation – We propose to use our standard contract and specification documents, which have been established for use on Town and County projects. Our construction contract documents have been approved for use on such projects as recently as 2016. Specification items will cover each pay item in the project bid schedule.

Final Bid Document Development – Once the design, specifications, and contract documents have been prepared, the plan drawings shall be finalized to correspond. The documents are then printed, assembled, and made ready for dissemination to bidders.

Final Cost Estimate – This estimate will be prepared based upon the bid set documents for the County to use for budgeting and in comparing bids from Contractors.

Storm Water Management Plan (SWMP) – We plan to prepare a SWMP, where necessary, for the Contractor to use in obtaining a Storm Water Discharge Permit (SWDP) prior to construction.

Project Meetings and Correspondence – Meetings, public hearings, and presentations will be attended as requested.

The **CONSTRUCTION ENGINEERING SERVICE** items necessary to acquire a contractor and complete the construction of the subject trail projects are as follows:

Bid Process – Once plans and the final estimate have been approved by the County, the bid process shall be initiated. The project will be advertised in the local newspaper legal notices and in free plan rooms. The Invitation to Bid will also be faxed or e-mailed to Contractors which have had an interest in road projects in the past. A project walkthrough will be attended, questions answered, addendums issued, bid opening hosted, bid abstract prepared, and a recommendation on Contractor selection provided.

Offset Staking – We plan to provide double offset staking (one on each side of the trail or two on one side) on a 50 foot interval throughout the project for the multiuse trails, with single offset staking likely for the gravel trail. This helps facilitate plan tie-in, daily grade chasing by the Contractor, redtop staking, blue top staking, asphalt string-line, and pavement marking.

Red Top Staking – We plan to provide red top hubs to establish top of sub-grade elevations for the shoulders on a 50 foot interval throughout the multi-use trail projects.

Blue Top Staking – We plan to provide blue top hubs to establish top of gravel elevations for the centerline and shoulders on a 50 foot interval throughout the multi-use trail projects.

Miscellaneous Layout and Calculations – It is required to calculate the various project layout to transition the final plan from paper to the ground. Miscellaneous layout we plan to provide includes drainage structures; driveway and road returns; sign placement; asphalt reference; and replacement of disturbed or destroyed layout that is unavoidable.

Materials Testing – Will be performed by our geotechnical subcontractor, likely to be either Western Technologies, Inc. or Trautner Geotech, for testing of aggregate and asphalt materials to be incorporated into each project. We will also consult with them concerning general trail construction or problem areas where significant sub-grade stabilization may be warranted.

Construction Review – For the subject projects we have budgeted approximately 1.25 hours per week-day during the project construction for review, meetings with the Contractor and/or the County, etc. The construction review shall consist of visual observations of materials and construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and the design intent, however, this review in no way guarantees the work being performed by the Contractor, or relieves the Contractor from any contractual obligations.

Contract Administration – For this we anticipate that the County will pay once per month to the Contractor at most, and have budgeted time during (and following) construction for pay requests, change orders, and other contractual documents.

As-Built Documents and Project Closeout – On completion of the project, we will advertise for final project closeout in the Pagosa Sun legal notices, provide letters of certification, and prepare As-Built drawings to document any significant field changes made.

Project Contract Amount

Base Contract - A breakdown of the cost budgeted for the items of work identified above for the remaining (or uncompensated) work associated with the Trails in the PLPOA -2016 is contained in the tables below:

DESIGN ENGINEERING SERVICES

Service Item	N. Pagosa Multi-Use	N. Pagosa Gravel
Surveying and Mapping	3,750.00	1,000.00
Trail Design	8,500.00	4,000.00
Contract/Specifications	2,500.00	1,500.00
Final Bid Documents	2,000.00	1,000.00
Final Cost Estimate	500.00	250.00
SWMP	1,000.00	-
Meetings/Correspondence	750.00	250.00
Design Service Totals	\$ 19,000.00	\$ 8,000.00

CONSTRUCTION ENGINEERING SERVICES

Service Item	Vista Blvd.	N. Pag. Multi-Use	N. Pag. Gravel
Bid Process	2,000.00	2,000.00	1,250.00
Offset Staking	3,000.00	2,500.00	1,250.00
Red Top Staking	3,500.00	3,000.00	-
Blue Top Staking	3,500.00	3,000.00	-
Calcs./Misc.Layout	4,000.00	3,500.00	1,500.00
Materials Testing	3,500.00	3,000.00	-
Construction Rvw.	10,000.00	8,000.00	3,500.00
Contract Admin.	3,000.00	2,500.00	1,500.00
As-Builts/Closeout	1,000.00	1,000.00	1,000.00
Const. Svc. Totals	\$ 33,500.00	\$ 28,500.00	\$ 10,000.00

Therefore, the total lump sum contract amount to provide the listed and described design and construction engineering services for the construction of approximately 3,600 linear feet of multi-use trail along Vista Boulevard, approximately 2,900 linear feet of multi-use trail along North Pagosa Boulevard, and approximately 2,600 linear feet of gravel trail along North Pagosa Boulevard is **Ninety Nine Thousand dollars and Zero cents (\$99,000.00)**.

Payment Schedule - It is proposed that payment for services provided would be based on the following: 100% of the indicated design service budget due at the completion of design service on a per trail basis, 50% of the construction service budget due when 50% complete of the construction contract period has passed on a per trail basis, additional 40% of the construction service budget due when construction is complete on a per trail basis, and the remaining 10% of the construction service budget due when the project is closed out and accepted by the County. Payment at each stage is expected within 30 days. Cancellation of this agreement presupposes payment for work already completed. During the entire contract period, DES will maintain, at our expense, such insurance in the amounts of \$1,000,000 as

will protect the County and DES from claims under the Workmen's Compensation Act and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by DES or its employees or DES functions and services required as part of this project.

Please note that should any major design modification be required due to no fault of the engineer, such as County ordered modification to scope of services, all additional work required will be compensated for at the rates in effect at the time the work is performed.

Project Schedule

As previously mentioned, the Vista Trail project is out for bid, with construction expected to start in May or June of 2016. It is planned to have the project design and bid documents for the North Pagosa Boulevard multi-use trail complete by May 2016, with construction as early as the summer of 2016 or as late as 2017, contingent on availability of funding capital. It is planned to have the North Pagosa Boulevard gravel trail plans and bid documents complete in time to support a late fall 2016 or 2017 project, again contingent upon availability of funding capital. It should be noted that the intended construction schedule is to perform Vista Boulevard first, the North Pagosa Boulevard multi-use trail second, and the North Pagosa Boulevard gravel trail third.

Insurance

A copy of current insurance certificates for Workers Compensation, Business Liability, and Professional Liability are included in Appendix B of this document.

Appendix A

DES Rate Schedule as of January 4, 2016



Engineering Hourly Rates

Engineer, Principal	\$124.00 - \$138.00
Engineering Project Manager/Eng. Tech. Level 6	\$112.00
Design Engineer/Engineering Tech. Level 5	\$102.00

Surveying Hourly Rates

Surveyor, Principal	\$98.00
Surveyor/Surveying Tech. Level 4	\$92.00

Technician and Other Hourly Rates

GPS Engineering & Surveying Layout/Survey \$8.00 above regular individual rates

Engineering Tech. Level 5	\$102.00
Engineering/Surveying Tech. Level 1, 2, 3 & 4	\$62.00, \$72.00, \$82.00 & \$92.00
Construction Inspection	\$92.00
Field Assistant	\$62.00
Drafting Technician, Manual	\$62.00
General Office/Secretarial	\$56.00
Research	\$56.00

Lodging, Meal and Transportation Charges

Vehicle (per mile)	\$ 0.70
ATV /Snowmobile (per day)	\$50.00
Other Transportation	At Cost
Meals (each)	\$10.00
Lodging	At Cost

Printing Charges

Startup charge (no research)	\$ 3.00
Startup charge (with research)	\$ 5.00
Paper Prints (per square foot)	\$ 0.50
Film Prints (per square foot)	\$ 4.20

Miscellaneous Charges

GPS Equipment (per hour)	\$44.00
Computer Plotter generated maps (each film copy)	\$25.00
Computer Plotter generated maps (each black & white paper copy)	\$10.00
Computer Plotter generated maps (each color paper copy)	\$15.00
Subcontracted Professional Services	Cost + 5%
Other Out of Pocket Expenses	At Cost

The above rates are effective January 4, 2016

Appendix B

Insurance Certificates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2016

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Davis Engineering Service Inc
1314 11th St
Alamosa, CO 81101

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A:	Pinnacol Assurance	41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	504892	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1696630
Archuleta County
PO Box 1507
Pagosa Springs, CO 81147

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cindy Ward
Underwriter

ACORD CORPORATION 1988

CERTIFICATE HOLDER COPY

Archuleta County
PO Box 1507
Pagosa Springs, CO 81147

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SC

DATE (MM/DD/YYYY)

04/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Front Range Insurance Group 1100 Haxton Drive Suite 100 Fort Collins, CO 80525 David A. Woodridge LUTCFAAI	Phone: 970-223-1804	CONTACT NAME:	
	Fax:	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	DAVIS-6
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Davis Engineering Service, Inc 1314 11th Street Alamosa, CO 81101	INSURER A :	Beazley Insurance Company, Inc	
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			V13E99150301	07/03/2015	07/03/2016	Per Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

ARCHU-2

Archuleta County
P. O. Box 1507
Pagosa Springs, CO 81147

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES

This Agreement made this ____ day of June, 2016 by and between Archuleta County hereinafter referred to as the OWNER, and Davis Engineering Service, Inc. hereinafter referred to as the ENGINEER.

Whereas, the OWNER desires to employ an engineering firm to provide preliminary, design and construction engineering services related to design engineering services for the Vista Boulevard Trail (from Park Avenue to Lake Forest Circle), and North Pagosa Boulevard Trail (from Lake Forest Circle to Edgewater Drive) and the North Pagosa Boulevard Trail (from Hatcher Circle to Saturn Drive), and

Whereas, the ENGINEER has submitted a service proposal, including a fee schedule, dated April 18th, 2016,

Now Therefore, for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish the proposed services and the OWNER shall make payment for the same in accordance with the terms and conditions set forth in this agreement and in the Payment Schedule provided by the ENGINEER.

1. **TERM:** The term of this Agreement shall be from April 18, 2016 until the OWNERS final acceptance of all required services and documents. The time to completion of the projects is dependent on multiple factors, including weather, but shall occur prior to December 31, 2017, unless this term is otherwise amended in writing by both parties.
2. **PROPOSAL PART OF CONTRACT:** ENGINEER agrees to provide the services specified in the proposal dated April 18, 2016. Said proposal, including fee schedule documents are incorporated herein as part of this contract as **Attachment A**.
3. **GENERAL TERMS AND CONDITIONS:** Archuleta County's General Terms and Conditions are incorporated herein as part of this contract as **Attachment B**.
4. **COMPENSATION:** Payments for services rendered pursuant to this Agreement shall be charged per the rates set forth in ENGINEER's Fee Proposal, and shall not exceed Ninety Nine Thousand Dollars and No Cents (\$99,000.00), except as provided for in this agreement. Any major design modification that may be required due to no fault of the

engineer, such as an OWNER ordered modification to scope of services, will be compensated for using the ENGINEER's customary rates. Payments shall be made by warrants payable to the trade or business name of the ENGINEER and not to any individual. Payments will be made within 30 days of presentation of an invoice or payment request received from the ENGINEER, and after review and approval by the OWNERS Project Manager. If this Agreement is terminated, OWNER shall compensate ENGINEER for all services rendered to the date of termination.

5. **INSURANCE:** The ENGINEER shall carry and provide to the OWNER, certificates of coverage for workmen's compensation in the limits required by law, general liability and professional errors and omissions insurance coverage's in the amounts of \$ 1,000,000 per occurrence and \$2,000,000 aggregate, which names the Board of County Commissioners of Archuleta County, Colorado as an Additional Insured. The Certificate of Insurance shall also contain an endorsement that coverage may not be canceled or terminated without 10 days prior written notice to the County. The County Finance Director may accept other amounts of coverage, if they are deemed adequate.

6. **ENTIRE AGREEMENT:** This written Agreement along with Attachments A and B is the entire agreement between the Parties. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by both Parties. An original facsimile signature to this agreement or amendments hereto will be considered as an original.

In Witness Whereof, the parties hereto have executed this agreement on the day, month, and year first above mentioned and in multiple copies, each of which is an original.

Owner: Archuleta County, CO

By: _____

Name: _____

Title: _____

Engineer: Davis Engineering Services

By: _____

Name: _____

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

Article 1 General

- 1.1 Contract:** The ENGINEERS Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and ENGINEER. No different or additional terms shall become a part of this Contract with the exception of an Amendment.
- 1.2 Offer/Acceptance of Proposal Terms:** If the ENGINEERs proposal is accepted, then a purchase order will be issued by the County to the ENGINEER. This purchase order is an ACCEPTANCE of the ENGINEERs OFFER TO SELL in accordance with the terms and conditions of the proposal. If no proposal is referenced, the purchase order is an OFFER TO BUY, subject to the ENGINEERs acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. Any COUNTER-OFFER TO BUY is automatically construed as a CANCELLATION of the purchase order unless a change order is issued accepting a counter-offer. In the event ENGINEER's form(s), or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, ENGINEER agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the ENGINEER's form(s) regardless of any statement to the contrary in the ENGINEER's form(s). Unless the County purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on ENGINEER forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 1.3 Amendment/Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the proposal, submitted documents and written amendments properly accepted, which constitute the contract. Nothing in the contract may be added to, modified, superseded or otherwise altered except in writing and signed by an authorized representative of the County and acknowledged by the ENGINEER. Each shipment received or service performed shall be only upon the terms contained in the contract, notwithstanding any terms that may be contained in any invoice or other act of the ENGINEER other than acknowledgement of a written change order to the purchase order. The ENGINEER agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item.
- 1.4 Assignment:** The ENGINEER shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- 1.5 County's Project Manager:** The Project Manager, on behalf of the County, shall render decisions in a timely manner pertaining to the work proposed or performed by the ENGINEER. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work.

For this request, the County Project Manager is: **Archuleta County Director of Public Works.**

- 1.6 Independent Contractor:** The ENGINEER shall be legally considered an Independent Contractor and neither the ENGINEER nor its employees shall, under any circumstances, be considered servants or agents of Archuleta County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the ENGINEER, its servants, or agents. The County shall not withhold from the contract payments to the ENGINEER any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the ENGINEER. Further, the County shall not provide to the ENGINEER any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.7 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of Archuleta County.
- 1.8 Venue:** Any agreement as a result of responding to this proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado, and any action brought to enforce any provisions shall be maintained in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

Article 2 Interpretation

- 2.1 Failure to Enforce:** Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

Article 3 Confidentiality

- 3.1 Confidentiality:** All information disclosed by the County to the ENGINEER for the purpose of the work to be done or information that comes to the attention of the ENGINEER during the course of performing such work is to be kept strictly confidential.

Article 4 Information

4.1 Basic Qualifications: In order to do business with the County, a ENGINEER must be able to demonstrate that it has:

- The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- A satisfactory record of performance and integrity;
- No unresolved negative issues with the Better Business Bureau;
- The legal capacity to contract with the County;
- Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

The County reserves the right to inspect the plant, place of business or worksite of the ENGINEER. The ENGINEER will supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of an ENGINEER to promptly supply information in connection with an inquiry regarding basic qualifications may be grounds for a determination of non-responsibility. If an ENGINEER who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible ENGINEER will be ineligible for the award.

Article 5 Liability

5.1 Force Majeure: The ENGINEER shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the ENGINEER, unless otherwise specified in the contract.

5.2 Indemnification: ENGINEER shall defend, indemnify and save harmless Archuleta County, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the ENGINEER, or of any ENGINEER's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. ENGINEER shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.

Article 6 Government Requirements

6.1 Conflict of Interest: No public official and/or County employee shall have interest in any contract resulting from this proposal.

6.2 Ethics: The ENGINEER shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

6.3 Illegal Aliens: The ENGINEER certifies that the ENGINEER shall comply with the provisions of CRS 8-17.5-101, et seq. The ENGINEER shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract. The ENGINEER represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b)(I). The ENGINEER shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the ENGINEER fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the County may terminate this contract for breach of contract, and the ENGINEER shall be liable for actual and consequential damages to the County. If the ENGINEER obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the ENGINEER shall: Notify the subcontractor and the County within three (3) days that the ENGINEER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6.4 Employment Discrimination: During the performance of any services per agreement with the County, the ENGINEER, by submitting a Proposal, agrees to the following conditions:

- The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the ENGINEER. The ENGINEER agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that such ENGINEER is an Equal Opportunity Employer.

- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.5 Campaign and Political Finance: Sole Source: Colorado Constitution, Article XXVIII, Sections 2,13,15,16 and 17. The purchase described in this contract may be subject to the provisions of the aforementioned constitutional article and the following:

- This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the County solicited at least three bids prior to awarding the contract, such as solicitations made through an electronic solicitation notification system. ENGINEER certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:
- If during the term of the contract, contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractor's immediate family member(s) for the benefit of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions; and
- ENGINEER represents that contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
- ENGINEER will satisfy contractor's obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which contractor is a party; and
- ENGINEER understands that any breach of this section or of ENGINEER's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
- A ENGINEER that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- By performing pursuant to the contract, ENGINEER hereby affirms it is qualified and eligible under such provisions to enter into this contract.

Article 7 Termination

7.1 Contract Termination: The County may terminate the performance of Work under the Contract Documents without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the ENGINEER, specifying the extent to which performance of Work under the Contract is terminated and the date upon which termination becomes effective.

7.2 Termination for Cause: If ENGINEER fails to timely deliver the product(s) or to perform any of the service(s) contained in this Contract at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if ENGINEER becomes insolvent, a trustee or receiver of ENGINEER's business or assets is appointed, ENGINEER makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against ENGINEER, then in any such event, the County, at its sole and ultimate discretion, may cancel this Contract in whole or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to ENGINEER. The County shall have no liability or obligation whatsoever to ENGINEER by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate. ENGINEER is liable to the County for any excess costs in procuring and purchasing the similar product(s) and/or service(s), plus any and all incidental and/or consequential damages.

Article 8 Performance

8.1 Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

8.2 Failure to Deliver: In the event of failure of the ENGINEER to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the ENGINEER responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

8.3 Inspection and Acceptance: Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements the County may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, the County reserves the right to inspect services provided under this contract at all

reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the contract requirements, the County may require the ENGINEER to perform the services again in conformity with the contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the ENGINEER to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the ENGINEER to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of the contract, or other remedies available at law.

RESOLUTION NO. 2016-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, COMMITTING FUNDS FROM THE BOARD OF COUNTY COMMISSIONERS CONTINGENCY IN SUPPORT OF THE PURCHASE OF AN ATV FOR THE UPPER SAN JUAN SEARCH AND RESCUE ORGANIZATION

WHEREAS, The Board of County Commissioners of Archuleta County fully support the effort of the Upper San Juan Search and Rescue (USJSAR) Organization; and,

WHEREAS, some of the equipment utilized by USJSAR has fallen into disrepair; and,

WHEREAS, the Board recognizes the tremendous benefit USJSAR provides to the residents and visitors of Archuleta County; and,

WHEREAS, The Board has determined that the need for safe reliable equipment is critical to the work undertaken by the dedicated staff and volunteers of USJSAR.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO;

1. The Board of County Commissioners has determined that the need for reliable equipment by the Search and Rescue professionals associated with USJSAR is worthy of dedicating County resources to support the acquisition of that equipment.
2. The Board of County Commissioners will dedicate funds from Commissioner's Contingency to support the equipment purchase for USJSAR.

READ, APPROVED AND ADOPTED, this 24th day of May, 2016.

ATTEST

BOARD OF COUNTY COMMISSIONERS

June Madrid, County Clerk

Michael Whiting, Chairman

2016 Polaris Industries Sportsman® BIG BOSS 6x6 570 EPS (Polaris Industries)

Brochure

STARTING AT:
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\$11,544



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OEM Overview

Take on the Biggest Tasks

Industry's Largest Cargo System: 800 lb. (362.8 kg) Gas Assist, Anti-Corrosive Dump Box; NEW! Steel, Lock & Ride Bed Rails to install and remove accessories in seconds; NEW! 6-High Mounted Box Tie Downs and 9-Low Mounted D-Rings; Integrated Box Divider and Bed Rail Stake Pockets; 2" Receiver with 1,500 lb (680 kg) Towing Capacity; NEW! Integrated Rear Racks with Molded Bucket Mounts
Carry Even More With The Industry's Only Integrated Front Storage: Industry's Only 6.5 gal (24.6 L) Integrated Dry Storage; 90 lbs. (40.8 kg) Carrying Capacity; Factory Installed Front Rack Extender
Only 6x6 Built for 2-Up Versatility: NEW! Integrated Passenger Seat & Back Rest; Multi-Use Passenger Hand Holds Double as Integrated Rack Extenders
Customize it for the Biggest Hunts & Most Remote Jobs: 30 Ultimate Hunt & Work Accessories Available; Industry's Only Integrated Winch & Plow Mounts so you can install or remove your plow in just seconds

Travel the Most Remote Places

Go Further on a Single Tank of Gas: Industry's Largest 6.75 gal (25.5 L) Fuel Tank carries 25% more fuel than the competition and goes up to 78% further on a single tank of gas.
Built for All Day Comfort: Industry's easiest to use Electronic Power Steering for All Day Comfort; NEW! 3-Beam 150W Steerable Lighting to Light Up the Early Mornings and Keep the Day Going; Narrow Seat and Wide Flat Floorboards

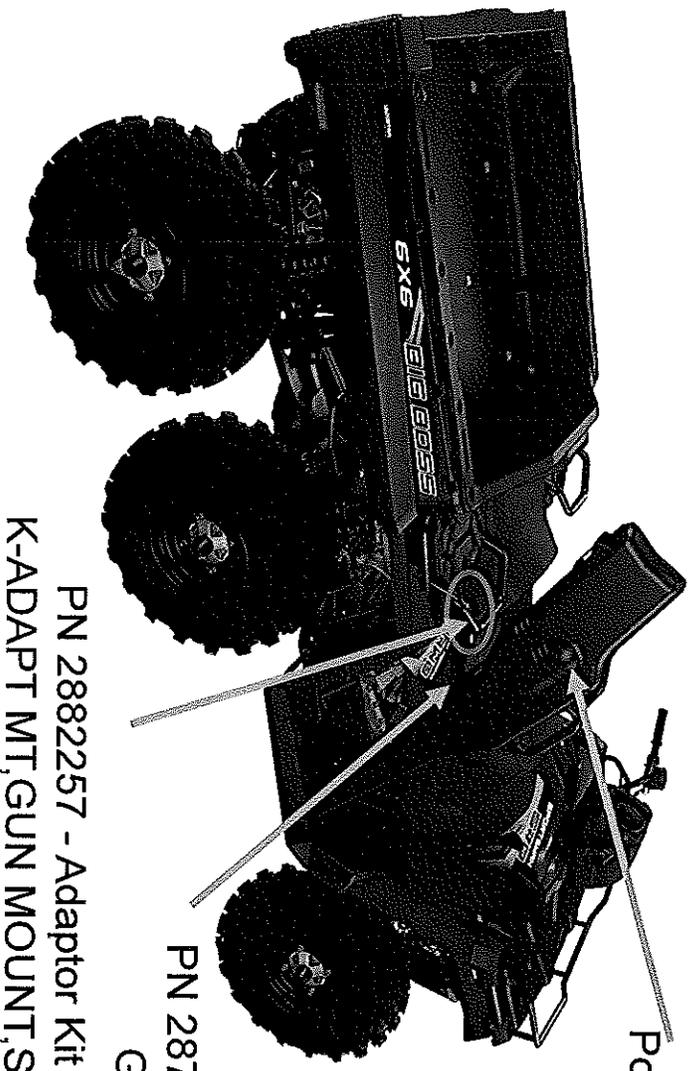
Lock & Ride® Gun Boot Mount Adaptor Kit

2882257 - Lock & Ride® Gun Boot Mount Adaptor Kit

MSRP: \$34.⁹⁹ US / \$48.⁹⁹ CND

Shipping: March 21st

Requires 2879888 - Lock & Ride® Gun Boot Mount and 2872677 or 2872677-419 -
Polaris® Gun Boots by Kolpin®



PN 2872677
Polaris® Gun Boot

PN 287988 – Lock & Ride®
Gun Boot Mount

PN 2882257 - Adaptor Kit
K-ADAPT MT,GUN MOUNT,SM6

Get Ready For The Hunt

2012

	Date	Mission Name	Vehicles used
1	1-Jan	Wolf Creek Pass Search	ACSO Snowmobile
2	2-Feb	Coyote Hill Skier Rescue	ACSO Snowmobile
3	16-Feb	Gibbs Creek Rescue	ACSO Snowmobile
4	16-Mar	Willow Creek Mission	
5	7-Apr	Arhuleta Towers Assist	
6	29-Apr	Salt Creek Canyon Rescue	
7	25-May	Devil Mountain Search	ACSO ATV
8	26-May	Saguache County Mutual Aid	
9	29-May	Turkey Springs Search	ACSO ATV
10	4-Jun	Poison Park Overdue Hiker	
11	18-Jun	4 Mile Rescue	
11	19-Jun	4 Mile Rescue	
12	22-Jun	Pagosa Peak Incident	
13	26-Jun	Fish Lake Rescue	
13	27-Jun	Fish Lake Rescue	
14	13-Jul	San Juan Tubers Search	
15	16-Jul	Weminuche Overdue Campers	
16	19-Jul	Trout Lake Rescue	
17	23-Jul	N Primrose Ridge Search	
18	26-Jul	Piedra Falls Medical	
19	30-Jul	Sheep Creek Rescue	
20	4-Aug	Beaver Meadows Search	ACSO ATV, Horse, Personal ATV
20	5-Aug	Beaver Meadows Search	ACSO ATV, Horse, Personal ATV
20	6-Aug	Beaver Meadows Search	ACSO ATV
21	14-Aug	Echo Lake Search	
22	19-Aug	LOBO Search	
23	23-Aug	Poison Park Overdue Outfitters	
24	14-Sep	Weminuche Overdue Hunters	
25	14-Sep	Poison Park Mission	
25	15-Sep	Poison Park Mission	
26	9-Oct	Beaver Meadows Hunters	ACSO ATV
26	10-Oct	Beaver Meadows Hunters	ACSO ATV
27	21-Oct	Buckles Search	
27	22-Oct	Buckles Search	
28	5-Nov	Fawn Gulch Search	
28	6-Nov	Fawn Gulch Search	
29	9-Nov	Heromosa Ropes Incident	

7 x missions using ATV

3 x missions using snowmobile

Therefore, 34% of missions required grant requested vehicles

2013

	Date	Mission Name	Vehicles used
	5-Jan	Poison Park Snowmobile	ACSO Snowmobile
1	15-Feb	Dillon McKee runaway	
2	20-May	Chama	ACSO ATV, Personal ATV
3	25-May	Piedra Falls	
4	8-Jun	Summit Peak	
5	27-Jun	Falls Rescue	
6	14-Aug	Opal Lake	
7	4-Sep	Aspen	
8	9-Sep	Middle Fork Search	
9	19-Sep	Heart Attack	ACSO ATV, Personal ATV
10	17-Oct	Elk Park Broken Ankle	
11	18-Oct	Mill Creek Diabetic Hunter	
12	17-Dec	Deep Canyon	

2 x missions using ATV

1 x mission using snowmobile

Therefore, 25% of missions required grant requested vehicles

2014

	Date	Mission Name	Vehicles used
1	3-Jan	Fall Creek	
2	24-Apr	Chimney Rock	
3	1-May	Indaba Valley	
4	10-May	Opal Lake	
5	25-Jun	Rainbow Dog	
6	30-Jun	Turkey Springs 4 Wheeler	ACSO ATV
7	2-Jul	Treasure Falls Hiker	
8	23-Jul	Snow Spring	
9	26-Jul	Sand Creek	
10	5-Aug	Poma Ranch	
11	11-Aug	Navajo Search	
12	15-Aug	Blanco Canoe Search	
13	22-Aug	Sand Creek Ankle	
14	28-Aug	Coyote Hill Ankle	Personal ATV
15	3-Sep	Ioca Park Rescue	
16	5-Sep	Piedra Broken Ankle	
17	5-Sep	Missing Juvie	
18	11-Sep	Sand Creek	
19	11-Sep	Opal Lake Overdue Wife	
20	14-Sep	Turkey Lake	
21	15-Sep	Continental Divide Trail	
22	16-Sep	Tree Stand Hunter	ACSO ATV
23	17-Sep	Cox Lakes	
24	29-Sep	Needles Weather Incident	
25	10-Oct	Sand Bench Overdue Hunter	
26	11-Oct	Sand Creek Overdue Hunter	
27	3-Nov	Sheep Creek	
28	4-Nov	Drop Camp First Notch	
29	17-Nov	Blanco Air Accident	ACSO ATV, Personal ATV
30	14-Dec	East Fork	ACSO ATV, Personal ATV
31	28-Dec	Pinewood Inn Search	

5 x missions using ATV

Therefore, 16% of missions required grant requested vehicles

2015

	Date	Mission Name	Vehicles used
1	4-Jan	Sonlight Snowmobile	ACSO Snowmobile
2	21-Feb	Wolf Creek Training	
3	9-Mar	Treasure Falls	ACSO Snowmobile
4	1-Apr	PiedraSearch	
5	2-Apr	PiedraRiverHikers	
6	1-May	MissingChild	
7	4-Jun	Continental Divide Ankle	
8	4-Jun	Water Rescue	
9	7-Jun	FloodWatch	
10	10-Jun	FloodWatch	
11	21-Jun	Treasure Falls	
12	30-Jun	Coyote Hill Hiker	ACSO ATV, Horse, Personal ATV
13	12-Jul	FourMile Lake	
14	22-Jul	Turkey Springs	ACSO ATV + Horse
15	25-Jul	Sheep Creek	
16	3-Aug	Diamond Hitch	
17	8-Aug	Sheep Creek-First Fork	ACSO ATV
18	22-Aug	East Fork - Missing Person	
19	22-Aug	Higher Grounds	
20	23-Aug	East Fork Panic	
21	24-Aug	Log Hill - Late Party	
22	25-Aug	S Pagosa Blvd - Late Party	
23	30-Aug	East Fork - ATV Accident	ACSO ATV, Personal ATV
24	3-Sep	East Fork - Vehicle Accident	
25	15-Sep	Buckles Lake - Injured Party Tingling	ACSO ATV, Personal ATV
26	17-Sep	Buckles Lake - Injured Party Ribs	ACSO ATV
27	22-Sep	Leche Creek Trail	ACSO ATV
28	22-Sep	Overlook Semi Accident	
29	25-Sep	Plane Crash - US 84	
30	29-Sep	Nipple Mtn Overdue Hunter	
31	1-Oct	Campo Oso Missing Diabetic	ACSO ATV + Horse
32	5-Oct	Hospital	
33	10-Oct	Poison Park Broken Leg	ACSO ATV
34	17-Oct	Monument Park	ACSO ATV
35	17-Oct	Poma Rescue	ACSO ATV
36	18-Oct	WestFork-Jackson Mtn	
37	21-Oct	Bull Elk Search	
38	21-Oct	Needles Trail Search	
39	23-Oct	Jackson Mountain Missing Hunter	ACSO ATV, Personal ATV
40	3-Nov	Bivens Overdue Hunter	
41	4-Nov	First Fork Hunter	
42	27-Nov	Burns Canyon Overdue Parties	
43	7-Dec	East Fork Christmas Tree	ACSO Snowmobile

12 x missions using ATV

3 x missions using snowmobile

Therefore, 41% of missions required grant requested vehicles

RESOLUTION 2016 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY BETWEEN RANDOLPH M. MOITY AND THE BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, COLORADO

WHEREAS, the Board of County Commissioners of Archuleta County, Colorado, has considered the existing county facilities and their extensions necessary to be made in order that the same may adequately serve the needs of this county;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that it is necessary and for the best interests of this county that the real property legally described as follows:

See Exhibit “A”

also known as street and number 473 & 497 Pagosa Street, Pagosa Springs, Colorado 81147

which real property lies wholly within the boundaries of this county, be acquired for the purposes of housing county offices and providing enhanced public service.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is authorized and directed to execute any and all documents necessary to give effect to this Resolution and for the Board of County Commissioners of Archuleta County, Colorado to acquire title to the property described above

Be it further resolved that this resolution shall take effect and be in full force from and after its passage.

APPROVED AND ADOPTED this 24th day of May, 2016.

**BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO**

Michael Whiting, Chairman

ATTEST:

June Madrid
Archuleta County Clerk and Recorder

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Henry Footes Valentine Scrip Locations as shown on the recorded plat of the Townsite of Pagosa Springs, being more particularly described as follows:

COMMENCING at the intersection of the East line of Fifth Street with the South line of San Juan Street as shown on said recorded plat of the Townsite of Pagosa Springs, being a $\frac{3}{4}$ " aluminum cap set on a 2 $\frac{1}{2}$ " x 30" pipe stamped J. Reed, L.S. 20691;

Thence North 89°52'36" East (North 89°53'00" East, recorded) along the South line of said San Juan Street, a distance of 57.35 feet to the point of beginning.

Thence continue North 89°52'36" East, along said South line, a distance of 192.65 feet;

Thence South parallel to the East line of said Fifth Street, a distance of 150.00 feet;

Thence South 89°52'36" West parallel with the South line of said San Juan Street, a distance of 192.65 feet;

Thence North parallel with the East line of said Fifth Street, a distance of 150.00 feet to the point of beginning.

Said parcel also known as Lots 4-10 and the East 17.65 feet of Lot 3, Block 1, of the unrecorded subdivision referred to as the Pagosa Springs Company Addition to the Town of Pagosa Springs.

AND

That portion of the Henry Footes Valentine Scrip Locations as shown on the recorded plat of the Townsite of Pagosa Springs, being more particularly described as follows:

Commencing at the intersection of the East line of Fifth Street with the South line of San Juan Street shown on said recorded plat of the Townsite of Pagosa Springs;

Thence East along the South line of San Juan Street 57.35 feet;

Thence South along a line parallel with Fifth Street 150 feet;

Thence West along a line parallel with the said San Juan Street 57.35 feet;

Thence North along the East line of said Fifth Street to the place of beginning.

Said parcels also known as Lots 1, 2 and the West 7.35 feet of Lot 3, Block 1 of Pagosa Springs Company's Addition to the Town of Pagosa Springs, an unrecorded subdivision.