

# City of Fruita

Department of Public Works  
Engineering Division

Bid Documents and Construction Specifications for

## 2020 Fruita Roundabouts Project



**FRUITA**  
COLORADO

September 28, 2020

# Bidding Instructions

PROJECT: **2020 Fruita Roundabouts Project**

OWNER: City of Fruita  
325 E. Aspen  
Fruita Colorado 81521  
Phone: (970) 858-8377  
Fax: (970) 858-0210

PROJECT MANAGER: John Vasey

These Instructions are general in nature, and may be amended or supplemented by the City. By submitting a Bid, the Offeror warrants that it is familiar with all provisions of the Bid Instructions, Bid Schedule, the Drawing Set, Construction Specifications, Special Provisions, and the Draft Construction Contract, and agrees to comply with them. **Bid submittal requirements are listed in Section 8 below.**

## 1.0 General Scope of Work

This project consists of the installation of landscape improvements in the north and south roundabouts at the I-70/Hwy. 340 interchange here in Fruita. Work includes, but is not limited to, installation of fill dirt, drip irrigation, low-voltage lighting, landscape rock, small trees, bushes and plants as well as other landscape features shown in more detail on the project plans. The City has obtained a special use permit from CDOT for the project.

## 2.0 Form of Bid and General Description of Bid and Award Process

The Bid Schedule is attached to these Instructions. In general, work tasks such as mobilization, testing, and field survey work will be bid and paid on a fixed price lump sum basis. Most other items will be bid and paid on a unit price basis. Estimated quantities are shown on the Bid Schedule. Actual quantities may be either more or less than those shown on the Bid Schedule. Unit Pricing for all unit price items provides a basis of payment for changes in quantities associated with the relevant work tasks.

**A mandatory virtual pre-bid meeting will be held at 1:30 pm on Tuesday, October 13<sup>th</sup>, 2020. All contractors interested in submitting a bid must attend the meeting. More information about the meeting will be made available in an addendum issued early that week. Bidders are requested to submit all questions via email or other electronic means prior to the date listed below.**

All questions requiring a response prior to the bid opening shall be submitted in writing prior to **12:00 Noon on Wednesday, October 14<sup>th</sup>, 2020**. An Addendum addressing questions and clarifications will be issued **by noon on Thursday, October 15<sup>th</sup>, 2020**.

Sealed Bids will be opened virtually at **1:30 PM on Friday, October 16<sup>th</sup>, 2020** at the Fruita Civic Center. More information about how to view the opening will be made available in an addendum issued early that week. Evaluation of the bids and selection of a winning bid

will be based strictly on the lowest cost, responsive and responsible, Base Bid. Please see section 8.0 for a description of required submittals for determining responsiveness. Any bid deemed non-responsive will be eliminated from further consideration and the bid will not be read. Responsive bids will have their Base Bid read aloud.

The City expects to issue a Notice of Award by the end of day on **Monday, October 19<sup>th</sup>, 2020**, and have a signed Contract by **the following week**. The Pre-Construction Meeting will be scheduled as soon as possible following the Notice To Proceed.

A Draft Construction Contract is included in the Bid materials. Bidders must provide any objections or suggested changes in contract language at the time of bid opening. The City will negotiate and finalize contract language with the successful low bidder, issue a Notice To Proceed, and hold a Pre-Construction Meeting as soon as a Contract is signed and Performance and Payment Bonds are received.

While it is the intention of the City to award and construct the entire project as reflected by the Base Bid, the City reserves the right to delete work or reduce quantities, select alternatives, and/or otherwise modify the scope of work, either prior to or after Contract execution. This will not change the selection process.

### **3.0 General Description of Construction Process and Site Specific Requirements**

Immediately after the Notice To Proceed, Contractor shall prepare a proposed construction schedule and submit it to the City Project Manager for approval. A Pre-Construction meeting shall be held after the Notice To Proceed with the General Contractor's Project Manager and Field Supervisor(s), City Project Manager, City Public Works Director, Materials Testing Firm, and any other major subcontractors desired by the General Contractor.

### **4.0 Schedule of Bid and Construction Activities**

The tentative schedule of project activities including construction is included in the **Special Provisions**.

### **5.0 Addenda**

Any interpretations, corrections, or changes to these Bidding Instructions, the Scope of Services, or extensions to the bidding deadlines or other dates will be made by a written Addendum to the Bidding Instructions by the Project Manager, who shall have sole authority to issue and authorize addenda. Addenda will be added to the Bidding Instructions retained at City Offices, and emailed to all firms who have picked up Bid Packets or provided the City with their email if the Bid Packets were obtained on line. All addenda shall be acknowledged on the Bid Schedule.

All questions about the meaning or intent of the Bidding Instructions are to be submitted in writing to the Project Manager (faxes or emails are acceptable). Interpretation or clarifications deemed necessary by the City in response to such questions will be issued by addenda faxed or emailed to all parties recorded by the City as having received Bidding Instructions. Questions received after the deadline listed in Section 2 Form of Bid and General Description of Bid and Award Process above will not be answered prior to the bid

opening. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **6.0 Exceptions and Substitutions**

Offerors are responsible for reviewing these Bidding Instructions and the attached Draft Construction Contract in their entirety. Offerors may take exception to any provision contained therein, but do so at their own risk. The City reserves the right to accept or reject any or all exception, substitution, or alternative. When offering an exception, substitution, or alternative, Offeror shall state these exceptions on a separate sheet of paper.

## **7.0 Confidential Materials**

All materials submitted in response to this RFP will become public record in accordance with the Open Records Act and will be subject to inspection after contract award, with the following exceptions:

- a. Company Financial Disclosures
- b. Confidential Proprietary Information. Any information requested to be considered as Confidential Proprietary Information must be clearly identified as a “**Confidential Disclosure**”, be placed in a separate envelope, and include a justification for the request. Neither Unit Prices nor the total bid will be considered confidential or proprietary.
- c. All bids, excluding any confidential materials, become the property of the City of Fruita upon receipt, and will only be returned to the Offeror at the City’s option.

## **8.0 Required Submittals**

- a. Each Bid shall contain a completed and signed Bid Schedule. Bid Schedules will not be considered complete unless all spaces for inserting either unit prices or total prices are filled in. Lump Sums and Unit Costs will be considered contractual obligations. The total Base Bid will be used for bid comparison purposes in determining the lowest responsive bidder. Any blank on the Bid Schedule that is not filled in with a number shall be assumed to be zero.
- b. The Bid Schedule shall be signed by a principal of the company having the authority to enter into contractual relationships on behalf of the company.
- c. Each Bid shall include a copy of insurance certificates or other evidence of the following minimum insurance requirements:
  - i. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

- ii. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
  - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
  - iv. Additional Insurance Requirements – See Special Provisions Exhibit B for additional insurance requirements for construction in CDOT right-of-way.
- d. Each Bid shall include a Bid Bond or other guarantee equal to 5% of the Total BASE BID as listed on the bottom of the Bid Form. The Bid Bond or other security of the three lowest responsive bidders shall be retained until the successful bidder executes the Contract and furnishes the required Contract security, but not longer than 45 days. The Bid Bond or other guarantee of other bidders shall be returned within seven days.
  - e. Each Bid shall include a list of objections or suggested changes in the language of the Draft Construction Contract. Bidders may use the form provided or put this information in their own format.
  - f. Each Bid shall be submitted in a sealed envelope, and clearly marked on the outside **2020 Fruita Roundabouts Project Bid**.
  - g. Altering and Withdrawing Biddings. Any hand written alteration to a bid must be initialed by the signer of the bid, guaranteeing authenticity. Bids cannot be altered or amended after the submission deadline, but may be withdrawn entirely at any time prior to the execution of the final Contract.
  - h. Information detailing the qualifications of the firm or team are not required, but may be requested after the bid opening.
  - i. **Bid Deadline.** All Bids must be received in the City of Fruita Engineering office or main administrative counter in the Fruita Civic Center no later than the time and date shown in **Section 2 - Form of Bid and General Description of Bid and Award Process**. Late or unsigned bids will not be accepted or considered.

- j. **Responsiveness.** At the Bid Opening, each bid will be evaluated for responsiveness according to the checklist below. The City reserves the right to waive minor discrepancies in form or content of the bids, but the minimum requirements for responsiveness must be met. Any missing item from the checklist below is cause for rejection of the entire bid.
- i. Signed Bid Form
  - ii. Acknowledgement of any and all Addenda
  - iii. Total BASE BID amount
  - iv. Bid Bond
  - v. Insurance Certificates – Workman’s Comp, Liability

#### **9.0 Conflict of Interest**

No City public official and/or City employee shall have a direct financial interest in any firm submitting a Bid under this Request. Any indirect interest in an Offeror firm by a City public official and/or City employee by virtue of blood or marriage shall be disclosed within the Bid.

#### **10.0 Only One Bid Accepted**

More than one bid proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered. Evidence that any primary Offeror has an interest in more than one Bid for the same Work will be cause for rejection of all such bids. Evidence of collusion or other illegal activities between firms will be considered sufficient cause for the rejection of all Bids so affected. A subcontracted person or entity (such as a Surveyor or Traffic Control Firm) which has quoted prices to one bidder is not disqualified from quoting prices to other bidders but may not submit a direct bid on its own behalf.

**The City of Fruita reserves the right to reject any or all Bids, and to waive any informalities or irregularities therein, for any reason, including past project performance.**

#### **11.0 Description of Bid Items**

Bid Item Descriptions are included in the Special Provisions. All Bid Items shall be priced as complete, in place.

**END OF BID INSTRUCTIONS**



**City of Fruita  
Bid Schedule  
2020 Fruita Roundabouts Project**

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
1	Mobilization/Demobilization	LS	1		
2	Material Testing	LS	1		
3	Traffic Control	LS	1		
4	Site Preparation	LS	1		
5	Concrete Wall Stain	SF	2320		
6	Steel Edger	LF	1600		
7	Reinforced Concrete Footing - Horse & Rider	Each	1		
8	Reinforced Concrete Footing - Apple Tree	Each	1		
9	Reinforced Concrete Footing - Tractor	Each	1		
10	Reinforced Concrete Footing - Biker	Each	1		
11	Reinforced Concrete Footing - Hiker	Each	1		
12	Reinforced Concrete Footing/Pad - Kayaker	Each	1		
13	Concrete Risers - Planters	Each	8		
14	Rough Grading as Necessary	LS	1		
15	Import/Place Soil - Grading for Fill Dirt	CY	404		
16	Import/Place Soil - Grading for Berms	CY	140		
17	36" Boulders	Each	47		
18	48" Boulders	Each	47		
19	Drip Irrigation System	LS	1		
20	6"-9" River Rock	CY	2		
21	1"-2" River Rock	CY	15		
22	1/4" Burnt Autumn Trail Mix	CY	39		
23	3/4" Black & Blue Basalt	CY	44		
24	Tree Stakes/Wire/Straps	Each	12		
25	6'-8' Evergreen/Flowering Trees	Each	6		
26	5 Gallon Shrubs & Amendment	Each	18		
27	1 Gallon Perennials/Grasses & Amendment	Each	58		
28	Solar Low-Voltage Light System	LS	1		
29	Contingency	LS	1	\$ 9,000.00	\$ 9,000.00
<b>Total Base Bid:</b>					

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# SPECIAL PROVISIONS AND ITEM DESCRIPTIONS

The Special Provisions listed hereafter are specific to this contract only and do not apply to any other contract. Any provisions stated herein shall take precedence over any other sections of this document. Any conflicting segment shall be void while the special provision is applicable. The Contractor is to review these special provisions and include any costs of these provisions in the applicable pay items of the bid.

## 1. Project Specifications

The CDOT Standard Specification for Road and Bridge Construction, 2011 Edition, The City of Fruita Design Criteria and Construction Specifications (DCCS) – 2009 Edition, and the City of Fruita Standard Detail Drawings will govern general construction specifications. Copies of CDOT standard specifications are not included in the bid and specification package due to their length, but are incorporated herein by reference. Copies of CDOT standard specifications can be obtained from CDOT at: <http://www.dot.state.co.us/Publications/publications.htm> or by mail CDOT Headquarters, Bid Plans Room, 4201 E. Arkansas Ave., Denver, Colo. 80222. City of Fruita DCCS – 2009 can be downloaded from Fruita.org.

Administrative and contractual issues will be governed by various documents including these Special Provisions, the Bidding Instructions, the Construction Contract, and Section 100 of the CDOT Standard Specification for Road and Bridge Construction, 2011 Edition. In the case of discrepancies between similar administrative or contractual provisions contained in the various documents, the following hierarchy is specified:

- |                                 |                  |
|---------------------------------|------------------|
| 1. Construction Drawings        | Highest Priority |
| 2. Fruita Special Provisions    | ↑                |
| 3. Construction Contract        | ↓                |
| 4. Fruita DCCS 2009 Manual      |                  |
| 5. CDOT Standard Specifications | Lowest Priority  |

In the case of any discrepancies between the Project Drawings and the CDOT Standard Specification, the Project Drawings shall control. Any general changes from the standard CDOT construction specifications will be delineated in these Special Provisions, on the Project Drawings, or in Bid Addenda. When specifications or special provisions contain both English units and SI units, the English units apply and are the specification requirement.

## 2. Scope of Work

This project consists of the installation of landscape improvements in the north and south roundabouts at the I-70/Hwy. 340 interchange here in Fruita. Work includes, but is not limited to, installation of fill dirt, drip irrigation, low-voltage lighting, landscape rock, small trees, bushes and plants as well as other landscape features shown in more detail on the project plans.

Specific Work Item Descriptions are shown on the Bid Schedule and listed in **Section 15. Item Descriptions** of these Special Provisions.

### 3. Pre-Bid Conference

**A mandatory virtual pre-bid meeting will be held at 1:30 pm on Tuesday, October 13<sup>th</sup>, 2020. All contractors interested in submitting a bid must attend the meeting.** More information about the meeting will be made available in an addendum issued early that week. Bidders are requested to submit all questions via email or other electronic means prior to the date listed below.

### 4. Tentative Project Schedule

The following schedule provides the general timeline and/or milestones for which the project is anticipated to proceed. The dates presented below are subject to change at the direction of the City.

Event / Deadline	Date & Time
Advertisement Dates – GJ Sentinel	Sundays, Sept. 27, Oct. 4, Oct. 11, 2020
Plans and Bid Documents Available	Monday, Sept. 28, 2020
Pre-Bid Meeting	Tuesday, Oct. 13, 2020
Project Questions Deadline	Wednesday, Oct. 14, 2020 @ 12:00 Noon
Final Addenda Issued	Thursday, Oct. 15, 2020, 12:00 Noon
Bid Opening	Friday, Oct. 16, 2020 @ 1:30 PM
Notice of Award	Monday Oct. 19, 2020
Notice To Proceed	Week of Oct. 19, 2020
Substantial Completion	January 29, 2010
Project Completed (Final Completion)	February 12, 2021

### 5. Hours of Operation

Contractor may perform work Monday through Friday during daylight hours, but may not start or operate equipment and machinery before 7:00 AM. Special approvals for weekend or night-time work, if needed, will be considered on a case-by-case basis. All work on this project shall be completed by **February 12, 2021**.

### 6. Road Closures, Detours, and Traffic Control

Traffic Control is a Lump Sum bid item. Traffic Control shall be placed in accordance with a Traffic Control Plan submitted and approved by both the City and CDOT. The TCP must be submitted for approval to the appropriate CDOT personnel and the City of Fruita Public Works Department

with the *City Excavation and Right Of Way Permit* and approved by both entities prior to any work being performed.

The contractor shall insure that access to individual parcels / residences (within and adjacent to the construction zone) be maintained at all times, minor delays excepted. The City and the contractor share the responsibility to keep the residents informed of work tasks affecting their property. Contractor shall provide notification of construction schedule to all residents affected at least three days in advance. Door hangers are acceptable.

## **7. Construction Sequencing**

No construction sequencing recommendations are implied by these bid documents. Actual scheduling and performance of the Work is the sole responsibility of the Contractor, while minimizing traffic disruptions from detours and road closures.

## **8. Staging/Lay down Areas**

Existing City of Fruita rights of way and easements are available to the Contractor for laydown, staging, equipment parking or other uses during the project provided traffic control is utilized to delineate the area. No existing driveway locations may be blocked at any time for staging/laydown purposes. Contractor must take precautions to ensure no materials are stored, dumped, leaked or otherwise placed or located such that they could enter private property, or existing storm drain inlets.

It is the responsibility of the Contractor to acquire and maintain property owner's permission for any additional staging areas required outside of City right-of-way, including in CDOT right-of-way. Staging areas outside of the project limits shall be kept clean and restored to a condition acceptable to the property owner prior to final acceptance. The City will allow some staging of materials and equipment at the City lagoon property at the west end of Raptor Rd.

## **9. Protection of Adjacent Improvements, Environmental Controls, and Site Restoration**

The progress of the work shall be done in a manner to protect existing public facilities, such as utilities and concrete, as well as private property, specifically fences and landscaping not designated for removal. Any damage to existing facilities, public or private, and not designated for removal, shall be the sole responsibility of the Contractor. All disturbances outside the Right of Way or easement shall be repaired to pre-construction conditions or better at the expense of the contractor.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the City Project Manager for approval prior to removal or any damaging activity. Damaged or destroyed trees, shrubs, or grass, which could have been saved, shall be replaced and/or re-vegetated at the expense of the Contractor.

The Contractor shall implement and install standard Best Management Practices (BMP's) in constructing sediment control measures such as silt fence and storm inlet protection, storing chemicals and fuels, and servicing heavy equipment. Fuels, chemicals, and any other liquid or solid hazardous substances shall be properly stored and handled per OSHA and/or EPA requirements to avoid spills and/or other discharges.

Of particular concern is protection of existing storm inlets (curb inlets) during construction. It is imperative that existing piping remain clean and free of soil and debris, such that the existing capacity of the outlet is not compromised. Protection of curb inlets via straw bales and/or gravel filters is mandatory and will be inspected by the City regularly. Any flushing or cleaning required for maintaining clean storm drainage piping during construction will not be paid as additional work.

A Construction Stormwater Discharge Permit, Dewatering Permit, or any other permits that may be required from the Colorado Department of Public Health and Environment Water Quality Control Division are the responsibility of the Contractor.

**10. Construction Staking**

The City of Fruita shall be responsible for identifying or providing project benchmarks for horizontal and vertical control. In general, these will be existing Mesa County Survey Monuments (MCSM) as shown on the drawings.

The City of Fruita shall be responsible for all construction staking and layout per the construction drawings. Any established survey monuments damaged, destroyed, or altered during construction that are not shown as being reset on the construction drawings shall be reset by a Colorado Licensed Professional Land Surveyor at the sole expense of the Contractor.

**11. Utilities**

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) at 811 or (800) 922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The locations of utility facilities shown on the plan and profile sheets were obtained from the best available information. The contractor is responsible for all utility locates, and is responsible for any damage, replacement and repairs to affected utility lines. All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

Known utilities within the limits of this project are:

<b>Water:</b>	<b>Ute Water</b>	<b>Justin Bates, 970-589-9153</b>
<b>Drainage:</b>	<b>City of Fruita</b>	<b>Public Works, 970-858-8377</b>
<b>Natural Gas:</b>	<b>Xcel Energy</b>	<b>Mike Easter, 970-244-2606</b>
<b>High-Pressure Natural Gas:</b>	<b>Xcel Energy</b>	<b>Todd Gannon, 970-244-1494</b>
<b>Electric:</b>	<b>Xcel Energy</b>	<b>Mike Easter, 970-244-2606</b>

<b>Sanitary Sewer:</b>	<b>City of Fruita</b>	<b>Public Works, 970-858-9558</b>
<b>Telephone/Fiber:</b>	<b>Century Link</b>	<b>Chris Johnson, 970-244-4311</b>
<b>Cable TV:</b>	<b>Spectrum Communication</b>	<b>Jeff Valdez, 970-263-2314</b>
<b>Drainage:</b>	<b>Grand Valley Drainage District</b>	<b>970-243-4242</b>

The work described in these plans and specifications require coordination between the Contractor and the utility companies in accordance with the Contract. All utility relocations, both “Wet” (water, irrigation, sewer, and storm drains) and “Dry” (gas, phone, cable, power) are shown in the plans and bid documents as the responsibility of the Contractor. The Contractor shall keep the utility company(s) and the City of Fruita Project Manager advised of any work being done to their facility(s), so that the utility company(s) can coordinate their inspections for final acceptance of the work.

**12. Measurement & Payment**

The Bid Schedule is comprised of Lump Sum and Unit Price items of work that collectively covers all the work for this project. The Bid Schedule shows estimated quantities based on the Engineer’s Estimate. Actual quantities may be more or less than the Bid Schedule quantity. All quantities will be paid at the listed Unit Price. If there is a need to change the amount of work for a Unit Price Item, the schedule of Unit Prices will be the contractual basis for establishing the associated cost impact. Lump sum prices will only be changed via negotiated Change Order.

Each month the Contractor and the Owner will evaluate the progress of the work and agree to the overall percent complete for each Lump Sum item. This will be the basis for progress payments against lump sum items.

Measurement for payment quantities and associated surveying, calculations and documentation are the responsibility of the Contractor. Calculations and documentation shall be submitted to the City Project Manager, either before or concurrent with invoicing the items for which payment is requested. The City will also perform measurements and surveys on its own accord to verify payment quantities.

As a condition of final payment, the Contractor shall secure full written lien releases from all subcontractors, equipment and material suppliers, who have provided services, equipment and materials, on behalf of the contract, releasing the City and the Contractor from any further claim.

**13. Conformity with Plans and Specifications, Price Reductions.**

All work performed and all materials furnished shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, specified in the Contract or as shown on the drawings. For those items of work where working tolerances are not specified, the Contractor shall perform the work in a manner consistent with reasonable and customary manufacturing and construction practices.

When the City Project Manager finds that the materials furnished, the work performed, or the finished product does not conform with the Plans, Specifications, or Contract but that reasonably acceptable work has been produced, the City Project Manager reserves the right to negotiate

price reductions for sub-standard work that will remain in place. The City Project Manager may use Section 105 of the CDOT Standard Specification, incorporated by reference in **Section 1. Project Specifications**, to evaluate appropriate price reductions, or other methods, at his discretion. If acceptable price reductions are negotiated, the City Project Manager will document the basis for acceptance by Contract Modification Order which will provide for an appropriate reduction in the Contract price for such work or materials. If a satisfactory price reduction cannot be negotiated, the City Project Manager reserves the right to require removal and replacement of substandard work at the expense of the Contractor.

When the City Project Manager finds the materials furnished, work performed, or the finished product are not in conformity with the Contract and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

If deemed necessary by the City, materials will be sampled and tested by the City in accordance with the sampling and testing schedules and procedures contained in CDOT's Field Materials Manual. Materials or work will be evaluated for price reduction when deviations from specifications occur on any of the several individual tests for the lot. The Contractor will not have the option of accepting a price reduction in lieu of producing specification material. Continued production of non-specification material will not be permitted. Material which is obviously defective may be isolated and rejected without regard to sampling sequence or location within a lot.

#### **14. Time of Completion**

The City believes adequate time is contained in the schedule to achieve the Substantial Completion date as shown in **Section 4. Tentative Project Schedule** during normal working hours. Substantial Completion is defined as follows:

- 14.1. Date of Signature of the City Project Manager on the Notice of Substantial Completion.
- 14.2. All major construction, including pipeline, asphalt and concrete pavement, gravel roads and roadside ditches is completed per plan.
- 14.3. All road closures/ detours/ and traffic control removed, and all roads open to unrestricted travel in both directions.

Substantial Completion does not include minor repairs and punch list items that do not affect safe, unrestricted pedestrian and vehicle access through the corridor.

Any claim for delay resulting in potential changes to dates specified herein must be submitted in writing to the City Project Manager, who will evaluate the claim and issue a written response, and issue a change order if necessary. Claims for delay will not be considered valid solely based on the Contractor or Subcontractor(s) inability to complete a specific work task at a specific location, if similar work can be performed at a different location.

All construction projects encounter minor delays in certain tasks, and the City expects the Contractor to be flexible in addressing normal construction variability. By way of example, if a sewer installation at a particular location cannot be completed due to interference, but other sewer work can be performed at a different location, a claim for delay will not be considered a valid claim. Similarly, if a sewer installation encounters soft soils requiring additional excavation and

backfill, this will be considered normal construction variability not subject to a claim for delay. In either of these examples a cost impact, and potential increase in Contract value may be valid, even though the claim for delay is not.

## **15. Item Descriptions**

The following descriptions delineate the work, materials, and how measurements of completed work will be made and paid for regarding each bid item listed in the Bid Schedule. The Bidder is to read these definitions and price their proposal accordingly. The City of Fruita may choose to add, reduce, or eliminate any bid item or combination of bid items so the construction contract shall not exceed the encumbered funds allocated for this project.

### **Item 1 Mobilization & Demobilization**

This pay item includes the Contractor's cost of moving all materials, equipment, and labor onto the job site, setup, providing a temporary sanitary facility, tear down and removing all debris, materials, equipment, and labor off the job site, dust abatement during the project, and final cleanup. The price for this item shall include all costs incorporated in performing the work described herein. Payment will be made at 50% of the Lump Sum amount upon initial mobilization, up to 90% during the work, and the final 10% after demobilization and advertisement.

### **Item 2 Material Testing**

This pay item includes providing all Materials Testing according to the City of Fruita Design Criteria and Construction Specifications Manual. This includes all excavation and trench backfill within the public Rights-of-Way, sewer pressure and camera testing, concrete and aggregate base course testing. Payment of this Lump Sum item shall be made in increments upon completion of construction.

### **Item 3 Traffic Control**

This pay item includes furnishing a Traffic Control Plan, flaggers, daily traffic control inspections, and all equipment for traffic control throughout construction of the project. This includes installing any temporary pavement markings that may be necessary. All traffic control shall be installed and maintained in accordance with the MUTCD. Payment of this Lump Sum item shall be made in increments upon completion of construction.

### **Item 4 Site Preparation**

This pay item includes all materials, labor, and equipment required to remove topsoil and vegetated matter in the project area. This contract item does not include demolition and removal of "hard" items such as fencing, trees, concrete, or other items priced elsewhere in the Bid Schedule. Payment of this Lump Sum item shall be made in increments upon completion of construction.

### **Item 5 Concrete Wall Stain**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install concrete colorant on the existing roundabout perimeter walls as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

### **Item 6 Steel Edger**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install 4" steel edging as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Items 7-12 Reinforced Concrete Footing/Pad**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install concrete footings and pads as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 13 Concrete Risers - Planters**

This pay item includes all equipment, materials, and labor necessary to provide and install concrete plant risers as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 14 Rough Grading as Necessary**

This pay item includes all equipment, materials, and labor necessary to reshape fill material to rough grades as shown on the construction drawings. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 15 Import/Place Soil – Grading for Fill Dirt**

This pay item includes all equipment, materials, and labor necessary to import and place fill material as needed to raise the base elevation of the interior of each roundabout as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 16 Import/Place Soil – Grading for Berms**

This pay item includes all equipment, materials, and labor necessary to import and place fill material as needed to achieve the finished grades of the interior of each roundabout as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 17 36" Boulders**

This pay item includes all equipment, materials, and labor necessary to import and place 36" boulders as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 18 48" Boulders**

This pay item includes all equipment, materials, and labor necessary to import and place 48" boulders as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 19 Drip Irrigation System**

This pay item includes all equipment, materials, and labor necessary to provide and install an irrigation supply and distribution system as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 20 6"-9" River Rock**

This pay item includes all equipment, materials, and labor necessary to import and place 6"-9" river rock as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 21        1"-2" River Rock**

This pay item includes all equipment, materials, and labor necessary to import and place 1"-2" river rock as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 22        ¼" Burnt Autumn Trail Mix**

This pay item includes all equipment, materials, and labor necessary to import and place ¼" Burnt Autumn Trail Mix landscape gravel as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 23        ¾" Black and Blue Basalt**

This pay item includes all equipment, materials, and labor necessary to import and place Black and Blue Basalt landscape gravel as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 24        Tree Stakes/Wire/Straps**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install tree stakes and associated hardware as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 25        6'-8' Evergreen/Flowering Trees**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install 6'-8' Evergreen or flowering trees as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 26        5 Gallon Shrubs & Amendment**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install 5 gallon shrubs and amendment as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 27        1 Gallon Perennials/Grasses & Amendment**

This pay item includes furnishing all equipment, materials, and labor necessary to provide and install 1 gallon shrubs and amendment as shown on the construction drawings. Payment for this item will be based on unit prices quoted for this item.

**Item 28        Solar Low-Voltage Light System**

This pay item includes furnishing all equipment, materials, and labor necessary to provide design services for a high-quality solar-powered low-voltage lighting system as shown on the construction drawings (or equivalent, as recommended by the system designer) and to provide and install the components of that system. The drawings provided with this bid package are to be used as a guide for the design and installation of the system but individual components may be substituted at the recommendation of the solar system designer. Payment of this Lump Sum item shall be made in increments upon completion of construction.

**Item 29        Force Account**

This pay item is intended for Minor Contract Changes not included in the other pay items above. Payment of this Lump Sum item shall be made in increments for each item encountered at a mutually agreed sum between the Contractor and Fruita Project Engineer or Project Manager.

### **SUMMARY**

This concludes the pay items listed in the proposal. Please be aware that the only payments made under this contract are for the pay items listed in the proposal and no other payments or additional payments will be made to the contractor for work specified and shown in these documents. If any discrepancies exist, the contractor should notify the project manager in writing, requesting clarification as soon as practical.

The following items have not been included as specific pay items and are considered incidental to the construction for which they are required, unless otherwise identified in a bid item:

- Dust control
- Erosion and Environmental control
- Watering / Dewatering
- Temporary facilities and utilities
- Barricades and other required safety provisions
- Cold weather protection
- Construction Contract Administration including completion and submittal of required forms and other paperwork

### **END OF SPECIAL PROVISIONS**

Special Provisions Exhibit B – CDOT Special Use Permit

**SPECIAL USE PERMIT**

**Type:** Landscaping

<b>PERMITTEE</b> Name: City of Fruita	<b>APPLICANT</b> Name:	<b>DEPARTMENT USE ONLY</b> Date issued: 09/22/2020
<b>Address:</b> 325 E. Aspen Ave. Fruita, Colorado 81521	<b>Address:</b>	<b>Permit # 3200344</b>
<b>Email:</b> cdehmel@fruita.org	<b>Email:</b>	<b>S.H.# 340 M.P. 0.500</b>
<b>REP:</b> Chris Dehmel	<b>REP:</b>	<b>Region: 3</b>
<b>Telephone:</b>	<b>Telephone:</b>	<b>S.H. Section: A</b>
		<b>Patrol: 2J11 Rob Gustafson</b>

**NOTICE TO PERMITTEE:** You must notify owner or operator of underground utility facilities at least two (2) business days prior to making or beginning excavations in the vicinity of such facilities, as required under Section 9-1.5-103, Colorado Revised Statutes. CALL UTILITY NOTIFICATION CENTER OF COLORADO (UNCC), 1-800-922-1987, FOR MARKING OF MEMBER UTILITIES. CONTACT NON-MEMBER UTILITIES DIRECTLY. **CDOT SHALL BE CALLED AT 970-683-7534 FOR CDOT OWNED UTILITIES.**

**ACTIVITY DESCRIPTION (Furnished by Permittee)**

**NATURE OF ACTIVITY** Installation of fill dirt, drip irrigation, solar-powered low-voltage lighting, landscape rock, statues, and low trees, shrubs and plants inside the north and south roundabouts on Hwy 340 at the I-70 interchange in Fruita.

**LOCATION:** S.H. Number: **340** County: **Mesa County** City/Town: **Fruita**  
 Mile point(s): **0.500** Intersecting Feature(s):

Other Location Information: **Hwy 340 MP 0.50**

**ADDITIONAL REMARKS:** Note Special Provisions #1001 & #1002 for additional requirements. Once a contractor is chosen, we will need a TCP before you may proceed with the project.

**SPECIAL PROVISIONS (completed by the Department) The Special Provisions are terms and conditions of this permit.**

**Any work shall only be in accordance with the special provisions and other applicable details as set forth in this permit and its attachments.**

The CDOT Inspector is: **Jered Morgan** Telephone: **(303) 653-1566**  
 Inspector Email: **jered.morgan@state.co.us**

Work is to be completed on or before: or within days, (as applicable) Expiration: **09/22/2021**

Work time restrictions: **Daylight hours only. No weekends, holidays, or during special events..**

(ALSO SEE ATTACHED STANDARD PROVISIONS, AND ADDITIONAL SPECIAL PROVISIONS), (TRAFFIC CONTROL MUST CONFORM TO THE MUTCD)

Other: **Notify inspector 48 hours in advance of project start or permit will not be valid. Upon completion, notify inspector for final inspection and sign off.**

**Permittee is prohibited from commencing any activity within highway ROW prior to issuance of a fully endorsed and validated permit.**

**Permit, insurance certificate(s), and traffic control plan must be available on site during work. High visibility vests are required at all times during working hours.**

- Your request to perform the work as described above is granted subject to the terms and conditions of this permit, including the Standard and Special Provisions as shown on the permit and all attachments hereto.
- To the extent authorized by law, the Permittee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Permittee, or its employees, agents, subcontractors or assignees pursuant to the terms of this permit.
- Failure by the Permittee to comply with any of the included terms or conditions may subject this permit to suspension or cancellation, at the discretion of the Department of Transportation.
- THIS PERMIT IS NOT VALID UNTIL FULLY ENDORSED BY ALL PARTIES, WITH DATE OF ISSUE AFFIXED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT. A FULLY EXECUTED COPY OF THIS PERMIT MUST BE ON FILE AT THE TRANSPORTATION REGION OFFICE.**
- In accepting this permit the undersigned, representing the Permittee, verifies that he or she has the authority to sign for and bind the Permittee, and that he or she has read, understands and accepts all the included conditions.

<b>CDOT Signature:</b>	<b>Date</b>	<b>Permittee Signature</b>	<b>Date</b>
<b>COLORADO DEPARTMENT OF TRANSPORTATION Chief Engineer, Regional Transportation Director or Designee</b>		<b>Print Name/Title</b>	

## CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

### The following Standard Provisions are terms and conditions of this permit:

Effective March 1, 2006

Utility work authorized under this permit shall comply with the requirements of the State Highway Utility Accommodation Code, and applicable federal, state, local, and industry codes and regulations.

Construction of any portion of the highway facility, including the pavement structure, subsurface support, drainage, landscaping elements and all appurtenant features, shall comply with the provisions of the CDOT Standard Specifications for Road and Bridge Construction, and with the Colorado Standard Plans (M & S Standards).

#### 1. COMMENCEMENT AND COMPLETION

Work on highway Right of Way (ROW) shall not commence prior to issuance of a fully endorsed and validated permit.

Permittee shall notify the CDOT inspector:

- a. At least 2 working days prior to commencing work, or resuming operations which have been suspended for five or more consecutive working days
- b. When suspending operations for 5 or more working days
- c. Upon completion of work.

Work shall not proceed beyond a completion date specified in the Special Provisions without written approval of the Department.

#### 2. PLANS, PLAN REVISIONS, ALTERED WORK

Plans or work sketch (EXHIBIT A) are subject to CDOT approval. A copy of the approved plans or sketch must be available on site during work. Plan revisions or altered work differing in scope or nature from that authorized under this permit, are subject to CDOT prior approval. Permittee shall promptly notify the CDOT inspector of changed or unforeseen conditions, which may occur on the job.

#### 3. INSURANCE

Insurance Requirements for Utility and Special-Use Permits (Revised 7-05 per State Requirements)

- A. The Permittee shall obtain, and maintain at all times during the performance of work authorized by this Permit, insurance in the following kinds and amounts. The Permittee shall require any Contractor working for them within the State Highway Right of Way to obtain like coverage. The Permittee shall also require any Contractor or Consultant performing work described in subparagraph 4) below, to obtain Professional Liability Insurance.
  - 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Permit.
  - 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Consultants, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
    - a. \$1,000,000 each occurrence;
    - b. \$2,000,000 general aggregate;
    - c. \$2,000,000 products and completed operations aggregate; and
    - d. \$50,000 any one fire.

- e. For any permanent Permittee-owned installations located within the State Highway Right of Way, highway repairs, or site restoration, Completed Operations coverage shall be provided for a minimum period of one year following final acceptance of work.

If any aggregate limit is reduced below 1,000,000 because of claims made or paid, the Permittee, or as applicable - their Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

- 3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
  - 4) For any: a) engineering design; b) construction inspection; or, c) traffic control plans approved by a Traffic Control Supervisor; done in association with the operations or installations authorized by this permit, Professional Liability Insurance with minimum limits of liability of not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. If the policy is written on a Claims Made form, the Permittee, or, as applicable – their Consultant or Contractor, shall renew and maintain Professional Liability Insurance for a minimum of two years following final acceptance of the work, or provide a project specific Policy with a two year extended reporting provision.
  - 5) Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an additional insured to the Pollution Legal Liability policy. If the Policy is a component of the Professional Liability Policy, the Additional Insured requirement is waived, and the Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following final acceptance of the work.
  - 6) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an additional insured.
- B. CDOT shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 11/85, CG 2037, or equivalent. Coverage required by the Permit will be primary over any insurance or self-insurance program carried by the State of Colorado.
  - C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail.
  - D. The Permittee, or, as applicable – their Contractor or Consultant, will require all insurance policies in any way related to the Permit and secured and maintained by the Permittee, Contractor or Consultant, to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.
  - E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to CDOT.
  - F. The Permittee, or as applicable - their Contractor or Consultant, shall provide certificates showing insurance coverage required by this Permit to CDOT prior to commencing work. No later than 15 days prior to the expiration date of any such coverage, the Permittee, Contractor or Consultant, shall deliver CDOT certificates

## CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Permittee, Contractor or Consultant, shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.

- G. Notwithstanding subsection A of this section, if the Permittee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, *et seq.*, as amended ("Act"), the Permittee shall at all times during the term of this permit maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Permittee shall show proof of such insurance satisfactory to CDOT. Public entity Permittees are not required to name CDOT as an Additional Insured.
- H. If the Permittee engages a Contractor and/or Consultant to act independently from the Permittee on the permitted work, that Contractor and/or Consultant shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, Auto Liability, Pollution Legal Liability and Umbrella or Excess Liability policies.

### 4. WORK WHERE DEPARTMENT LACKS AUTHORITY

Utility work within municipal boundaries (pursuant to 43-2-135 CRS), on certain public lands, or on private property, may require separate approval of the appropriate jurisdictional agency or property owner.

### 5. INSTALLATIONS ON FREEWAYS

CDOT may permit utility accommodations on freeways, including but not limited to the Interstate System, only in accordance with Utility Accommodation Code provisions. Special case exceptions as defined therein may be permitted only in accordance with FHWA-approved Departmental policy.

### 6. JOINT USE ALTERNATIVES

As directed or approved by CDOT, if necessary for the safe and efficient use of the ROW, Permittee shall utilize joint use facilities such as the placement of two or more separate lines in a common trench, or attachment to the same overhead support. The Permittee will be responsible for proper coordination with other affected utilities.

### 7. ATTACHMENT TO HIGHWAY STRUCTURES

Permittee is responsible for designing structure attachments, subject to the approval of the CDOT Staff Bridge Design Engineer.

### 8. DRAINAGEWAYS AND WATERCOURSES

The flow of water shall not ever be impaired or interrupted. Where possible, crossings of ditches, canals or water-carrying structures shall be bored or jacked beneath. Irrigation ditch or canal crossings require approval of the ditch company or owner. Permittee shall repair damage to any drainage facility to the satisfaction of the owner.

### 9. TRAFFIC CONTROL PLAN

- a. Prior to commencing work, the Permittee shall develop and submit to the Department for acceptance, a Traffic Control Plan (TCP) for any accommodation work that will affect traffic movement or safety. The Permittee shall implement the TCP and utilize traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site.
- b. The Permittee shall develop the TCP, and Methods of Handling Traffic (MHT's) included therein, in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplement thereto adopted by the Commission pursuant to sections 42-4-104 and 42-4-105 CRS, the Department's standard specifications for temporary traffic control and the Department's

standard plans for signing - Standard Plans S 630-1 and S 630-2. The TCP shall include provisions for the passage of emergency vehicles through the work zone, and shall conform to the requirements of the Americans with Disabilities Act. The TCP and MHT's shall contain sufficient detail to demonstrate conformity with all applicable requirements.

- c. The Permittee shall have a competent person at the work site at all times in responsible charge of temporary traffic control. In situations where the TCP goes beyond any Typical Application shown in the MUTCD, or particularly dangerous roadway or traffic conditions exist, the Department may require the Permittee to have a Traffic Control Supervisor (TCS) develop or approve the TCP or to have a TCS on-site during work. The TCS shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current CDOT flaggers' certification card. The TCS shall be responsible for the planning, preparation, coordination, implementation, and inspection of the TCP.
- d. The Permittee shall not start the permitted work before the Department accepts the TCP.
- e. The Department may review and order changes to the TCP and MHT's during performance of the work, as required.
- f. The Permittee shall comply with the TCP at all times during performance of the work.
- g. The Permittee shall keep a copy of the TCP at the work site at all times during performance of the work for inspection.
- h. The TCP shall ensure that closure of intersecting streets, road approaches and other access points is minimized. On heavily traveled highways, the Department will not permit operations that interfere with traffic during periods of peak traffic flow.
- i. When Permittee operations coincide with highway construction or maintenance operations, the Permittee shall develop and implement the TCP in cooperation and coordination with the highway agency and/or its contractors and as otherwise directed by the Department in the permit.
- j. All flaggers shall have a current CDOT flagger certification card and shall be capable of communicating with the traveling public and others at the work site.

### 10. NCHRP 350 CRASHWORTHINESS REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL DEVICES

Work zone devices designated by FHWA as: Category I, including but not limited to single-piece drums, tubes, cones and delineators; Category II, including but not limited to barricades, vertical panels with light, drums or cones with light, portable sign supports, intrusion detectors and type III barricades; or as Category III, including but not limited to concrete barriers, fixed sign supports, crash cushions, and other work zone devices not meeting the definitions of Category I or II; shall meet NCHRP 350 crash test requirements. The Permittee, or their contractor shall obtain and make available upon request, the manufacturer's written NCHRP 350 certification, or as applicable, the FHWA Acceptance Letter, for each type of device. FHWA Acceptance Letters for Category II or Category III Work Zone Devices may be accessed through the FHWA website at [http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/wzd.htm](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/wzd.htm)

### 11. WORKER SAFETY AND HEALTH

- a. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

## CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

- b. Personal protective equipment (PPE) (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the SH ROW, except when in their vehicles, shall wear the following personal protective equipment:
  - 1) Head protection that complies with the ANSI Z89.1 standard;
  - 2) At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41;
  - 3) High visibility apparel, which shall, at a minimum comply with the Class 2 specifications of the ANSI/ISEA 107 standard. Class 3 apparel shall be considered for use at night or in particularly hazardous situations.
  - 4) The most recent version of the ANSI standards listed above shall apply.

### 12. ADA REQUIREMENTS

The Permittee shall comply with the applicable provisions of the Americans With Disabilities Act, with respect to both permanent facilities installations and temporary work zones.

### 13. CLEAR ROADSIDE CONSIDERATIONS

- a. CDOT is committed to provide a roadside area that is as free as practical from nontraverseable hazards and fixed objects ("clear zone"). New above ground installations may be permitted within the clear zone only upon a showing that no feasible alternate locations exist. Permittee must utilize appropriate countermeasures to minimize hazards.
- b. Permittee shall remove materials and equipment from the highway ROW at the close of daily operations. The traffic control plan must include protective measures where materials and equipment may be stored on ROW. Protection of open trenches and other excavations within highway ROW shall be addressed in the Permittee's traffic control plan. All excavations shall be closed at the end of daily operations, and no open excavation will be allowed in the clear zone after dark. The Permittee agrees to promptly undertake mitigating or corrective actions acceptable to the Department upon notification by CDOT that the installation permitted herein has resulted in a hazardous situation for highway users.

### 14. GENERAL CONSTRUCTION REQUIREMENTS

- a. Work shall not be performed at night or on Saturdays, Sundays, or holidays without prior authorization or unless otherwise specified in this permit. CDOT may restrict work on ROW during adverse weather conditions or during periods of high traffic volume.
- b. Those areas within ROW, which must be disturbed by permit operations, shall be kept to a practical minimum. Permittee shall not spray, cut, or trim trees or other landscaping elements within highway ROW, unless such work is otherwise specified in this permit, or clearly indicated on the approved plans. Cleated or tracked equipment shall not work on or move over paved surfaces without mats, or pads on tracks.
- c. Material removed from any portion of the roadway prism must be replaced in like kind with equal or better compaction. Segregation of material is not permitted. The permitted facility shall be of durable materials in conformity with accepted practice or industry standards, designed for long service life, and relatively free from routine servicing or maintenance.

- d. Construction or compaction by means of jetting, puddling, or water flooding is prohibited within all highway ROW.
- e. Thrust blocks are required on all vertical and horizontal bends in pressure pipes.
- f. Meters shall not be placed on highway ROW except within corporate limits where municipal regulations allow such use.

### 15. ALIGNMENT, COVER, CLEARANCE

- a. Location and alignment of Permittee's facilities shall only be as specified in this permit or as otherwise indicated in the approved plans or work sketch (EXHIBIT A).
- b. Parallel installations will not be permitted within roadways (including curbing and/or shoulders) or median areas, except within corporate boundaries, subject to municipal regulations.
- c. Parallel installations should be located as near as practicable to the ROW line. Crossings shall be as nearly perpendicular to the highway as feasible.
- d. Where no feasible alternate locations exist, the Department may permit parallel installations along roadside areas within 15 feet from edge of shoulder or back of curb. In these cases, the facility must be so located and safeguarded as to avoid potential conflict with necessary highway appurtenances (signs, guard rail, delineators, etc.). Specific safeguards such as increasing depth of cover to 60 inches, capping, or encasement, shall be specified in this permit's Special Provisions.
- e. Parallel installations shall follow a uniform alignment, wherever practical. Due consideration must be given to conserving space available for future utility accommodations. The standard allowable deviation from the approved horizontal alignment is  $\pm 18$  inches.
- f. Minimum cover shall conform to the Special Provisions. Normal specified cover will be 48 inches or greater; reduced cover may be approved where site conditions warrant, subject to other safeguards as may be specified or approved in the permit. Minimum overhead clearance shall conform to the Special Provisions, consistent with Utility Accommodation Code criteria.

### 16. PAVEMENT CUTS AND REPAIRS

Paved surfaces shall not be cut unless otherwise specified in this permit. No more than one half the width of the roadbed may be opened at a time, when otherwise permitted. Pavement shall be sawed or wheel-cut to a neat line. Pavement shall be replaced to a design equal to or greater than that of the surrounding undisturbed pavement structure. Pavement repair shall conform to the Special Provisions or the approved plans.

### 17. BORING, JACKING, ENCASEMENT

Unless otherwise specified, buried crossings shall be bored or jacked beneath the roadway, at least from toe of slope to toe of opposite slope. Portals for untrenched crossings more than 5 feet in depth shall be bulk headed in conformance with OSHA construction and safety standards. Portal limits of untrenched crossings shall be established safely beyond the highway surface and clear zone and in no case shall the lateral distance from the surfaced area of the highway to the boring or jacking pit be less than the vertical difference in elevation between such surface and the bottom of the pit. Water jetting or tunneling is not permitted. Water assisted boring may be permitted as determined by the CDOT Inspector. Boring hole shall be oversized to the minimum amount required to allow pull-through of the conduit being installed. Resultant voids shall be grouted or otherwise backfilled, subject to CDOT approval. Ends of bored sections shall not be covered before being inspected. Encasement shall be consistent with Utility Accommodation Code provisions. CDOT may require protective casing for shallow installations or certain conduit materials. Encased crossings shall extend at least from toe of slope to toe of slope, or the full width between access-control lines on freeways, including the Interstate System.

## CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

### 18. INSPECTION AND ACCEPTANCE

- a. CDOT will determine the extent of inspection services necessary for a given installation. Permittee shall attend final inspection as may be required. If the initial performance of permitted work was unacceptable, as determined by the Department, the Permittee shall perform any reconstruction or improvement of that work as ordered by the Department, in a timely manner and prior to any further construction. If permitted operations are not being carried out in compliance with the terms and conditions of this permit, the Department may order the Permittee to perform whatever corrective measures are necessary to attain compliance with the permit. If there is an immediate danger to the public's health, safety or welfare, the Department may order the Permittee to cease all operations and if necessary, to remove all equipment and facilities from the SHROW.
- b. Final acceptance does not relieve Permittee of maintenance obligations toward those elements of the highway facility constructed under this permit. Final acceptance begins the two-year warranty period (see requirement under "Operation and Maintenance" below).

### 19. ENVIRONMENTAL CLEARANCES/PERMITS

- a. It is the responsibility of the Permittee to determine which environmental clearances and/or regulations apply to their activities and to obtain any clearances that are required directly from the appropriate regulatory agency prior to commencing work. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" (ECIS) for details. The ECIS may be obtained from CDOT Permitting Offices or may be accessed via the CDOT webpage at <http://www.dot.state.co.us/UtilityProgram/Forms.cfm>. Failure to comply with regulatory requirements may result in suspension or revocation of your CDOT permit, or enforcement actions by other agencies.
- b. The Special Provisions of this permit shall list any specific environmental clearances or permits that the Department has been notified by the Permittee or by the administering regulatory agency apply to the operations authorized by this permit. The Special Provisions shall require the Permittee obtain the listed environmental clearances/permits prior to beginning work.
- c. The Permittee shall comply with all requirements described in the CDOT Environmental Clearances Information Summary, including those pertaining to:
  - 1) Ecological Resources
  - 2) Cultural Resources
  - 3) Discharges of Stormwater or Process Water
  - 4) Hazardous Materials
  - 5) Discharges of Dredged or Fill Material
  - 6) Erosion and Sediment Control
  - 7) Disposal of Drilling Fluids
  - 8) Concrete Washout
  - 9) Spill Reporting
  - 10) Transportation of Hazardous Materials
- d. Disturbance of any wildlife shall be avoided to the maximum extent practicable. If threatened or endangered species or archeological or historical artifacts are encountered during the progress of a project, work in the subject area shall be halted and the CDOT regional permitting office shall be contacted immediately for direction as to how to proceed.
- e. All discharges of stormwater or process water are subject to the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations.
- f. There shall be no disposal of hazardous materials in the state highway right of way. Solid waste shall be removed from the state highway right of way and disposed of at a permitted facility or

designated collection point (such as the Permittee's own dumpster). Drilling fluids must be disposed of as described in the ECIS.

- g. If pre-existing solid waste or hazardous materials contamination (including oil or gasoline contaminated soil, asbestos, chemicals, mine tailings, etc.) are encountered during the performance of work, the Permittee shall halt work in the affected area and immediately contact the CDOT regional permitting office for direction as to how to proceed.
- h. Spills shall be reported immediately using the CDOT Illicit Discharge Hotline (303) 512-4446. Spills on the highway, into waterways, or that may otherwise present an immediate danger to the public, shall be reported by calling 911 or the Colorado State Patrol at (303) 239-4501, and the Colorado Department of Public Health and Environment at 1-(877) 518-5608.

### 20. RESTORATION OF RIGHT OF WAY

Prior to final acceptance, all disturbed portions of highway right of way shall be cleaned up and restored to their original condition, subject to CDOT approval. Seeding, sodding, and planting shall be as specified, or otherwise approved by CDOT. Construction, maintenance and watering requirements shall conform to the CDOT Standard Specifications. Where landscape restoration must be delayed due to seasonal requirements, such work may be authorized by separate permit. Permittee shall use only certified weed-free seed and mulch. Permittee shall clean equipment before transporting it into or out of the state to prevent the migration of noxious weeds.

### 21. OPERATION AND MAINTENANCE

- a. Permittee agrees to own and maintain the installation permitted herein. The facility shall be kept in an adequate state of repair and maintained in such a manner as to cause the least interference with the normal operation and maintenance of the highway.
- b. If any element of the transportation facility, constructed or replaced as a condition of this permit, fails within 24 months due to improper construction or materials, Permittee shall make all repairs immediately as notified in writing by CDOT.
- c. Routine, periodic maintenance and emergency repairs may be performed under the general terms and conditions of this permit. CDOT shall be given proper advance notice whenever maintenance work will affect the movement or safety of traffic. In an emergency, the CDOT Region office and the State Patrol shall immediately be notified of possible traffic hazards. Emergency procedures shall be coordinated beforehand, where possible.
- d. Maintenance activities requiring new excavation or other disturbance within highway ROW may require separate permit. Where highway construction or maintenance operations so require, Permittee will shut off lines, remove all combustible materials from the highway right of way, or provide other temporary safeguards.

### 22. MARKERS, LOCATION AIDS, LOCATION ASSISTANCE

- a. The utility shall take all practical measures to ensure that buried utility facilities are surface-detectable by standard geophysical methods. Where the utility facilities, by the nature of their material properties, burial depth or other factors, may by themselves not be surface-detectable, the utility shall, where feasible, incorporate detection wire or other detection aids in the installation of those facilities. In instances where detection aids are not feasible or would be ineffective and surface-detectability cannot be ensured, surface markers shall be installed as directed by the Department and as-constructed plans and showing the accurate horizontal and vertical location of the buried facilities shall be provided to the Department.
- b. All plowed or trenched installations must include color-coded (using the American Public Works Association color coding system) warning tape placed not less than 12 inches vertically above

## CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

the top of the line. The warning tape shall be surface-detectable if needed to facilitate detection of the line.

- c. The utility shall place readily identifiable markers at the right of way line where it is crossed by pipelines carrying transmittants which are flammable, corrosive, expansive, energized, or unstable, particularly if carried at high pressure or potential, except where a vent will serve as a marker.
- d. The utility shall place markers for longitudinal underground facilities vertically above the facilities or at a known horizontal offset, unless otherwise approved in writing by the Department. Each marker shall provide a fore- and backsight to succeeding and preceding markers. Markers shall be installed at suitable intervals along tangent sections, at angle points or points of curvature and at reasonable intervals along curves.
- e. The utility shall maintain any markers required by this Code for the life of the installation.
- f. The Department may require the utility to submit "as-constructed" plans. The Department may enter into an agreement with the utility whereby the Department can rely on those plans for the exact location of the utility for any future excavations, and need not give notice to the utility under Article 1.5 of Title 9, C.R.S.
- g. The utility will comply with the applicable requirements of Article 1.5 of Title 9 C.R.S., including any requirement to participate in the State's Notification Association pursuant to 9-1.5-105 C.R.S.. All owners of underground utilities within the SHROW, with the exception of the Department itself, must become members of the UNCC Notification Association.
- h. In addition to complying with the provisions of Article 1.5 of Title 9 C.R.S (One-Call Statute) in response to the Department's notification of planned excavations, utility owners shall surface-mark their buried utility facilities that are located within the SHROW in order to facilitate Departmental engineering and design activities, upon reasonable request from the Department, and at no cost to the Department. The Permittee shall respond to such request within a reasonable timeframe acceptable to the Department, but no longer than 14 calendar days from the date of request, and the accuracy of the surface marking shall be within 18 inches of either side of the actual location of the buried facility.

### 23. ADJUSTMENTS DUE TO HIGHWAY CONSTRUCTION

If for any transportation purpose it becomes necessary to remove, adjust, or relocate this facility, Permittee will do so promptly, at no cost to the CDOT except as provided by law, upon written notice from CDOT and in accordance with the utility relocation permit issued to cover the necessary work. The utility shall perform the relocation at or within a time convenient to and in proper coordination with the project or transportation-related activity, to minimize public inconvenience and cost, as directed by the Department in the permit authorizing the relocation. The utility company shall pay for damages caused by the company's delay in the performance of utility relocation work or interference with the performance of transportation project work done by others. Such damages include, but are not limited to, payments made by the Department to any third party based on a claim that performance of the transportation project work was delayed or interfered with as a direct result of the utility company's failure to timely perform the utility relocation work. Damages resulting from delays in the performance of the utility relocation work or interference with the transportation project work that are caused by events beyond the utility company's ability to reasonably foresee or control (a force majeure) shall not be charged to the utility company.

### 24. ABANDONMENT, RETIREMENT, CHANGE IN OWNERSHIP

- a. The Permittee shall notify the Department in writing of the planned retirement or abandonment of its facility or any portion thereof. The Department will notify the Permittee in writing if it determines that the facilities may be retired or abandoned in place, along with any special conditions that may apply.
- b. Retired facilities shall remain the Permittee's sole responsibility, subject to all provisions of the Utility Accommodation Code and all

of the terms and conditions of the permit issued for that facility, including maintenance and relocation requirements.

- c. The Permittee shall promptly remove all abandoned facilities from the SH ROW and promptly restore the SH ROW to pre-existing or other conditions prescribed by the Department unless the Department in writing expressly allows the facility to remain in place. Written notice from the Department, allowing an abandoned facility to remain in place, may include special conditions.
- d. If utility facilities are retired or abandoned in place, the utility shall comply with that decision if directed by the Department:
  - 1) cap, plug or fill lines,
  - 2) furnish suitable location records for any such buried facilities,
  - 3) maintain its own records of such facilities and respond to locate notices/requests from the UNCC and/or excavators, In providing such locates, the utility will indicate to the requesting entity whether or not the subject facilities are retired or abandoned.
  - 4) perform any other actions as deemed necessary by the Department to protect the transportation facility and/or the traveling public.
- e. If the ownership of utility facilities is transferred, both the original Permittee and the new owner shall notify the Department in writing prior to the change in ownership, and such notice shall state the planned date of change in ownership. The notice from the new owner shall include a written statement accepting all terms and conditions of the existing permit, effective upon the planned date of the change in ownership.
- f. Utility facilities containing asbestos may not be abandoned in-place. Ordinarily, such facilities must be removed from the SHROW when take out of service. On a case-by-case basis, the Department may allow such facilities to be retired in-place, with the owner retaining full legal ownership and responsibility for the facilities.

### 25. SUSPENSION AND CANCELLATION

- a. The CDOT inspector may suspend operation due to:
  - 1) Non compliance with the provisions of this permit
  - 2) Adverse weather or traffic conditions
  - 3) Concurrent transportation construction or maintenance operations in conflict with the permitted work.
  - 4) Any condition deemed unsafe for workers or for the general public.
- b. Work may resume when grounds for suspension no longer exist.

This permit is subject to cancellation due to:

- 1) Persistent noncompliance with permit provisions
  - 2) Abandonment or transfer of ownership
  - 3) Superseded by new permit covering the same installation
  - 4) Conflict with necessary planned transportation construction.
- c. Permittee must promptly terminate occupancy upon notice of cancellation of permit, unless a new permit is applied for and granted.
  - d. Where Permittee does not fulfill an obligation to repair or maintain any portion of the highway facility, or control and safely maintain the flow of traffic thereon, CDOT reserves the right, in lieu of canceling this permit, to accomplish the required work by any other appropriate means, and Permittee shall be liable for the actual costs thereof.

**COLORADO DEPARTMENT OF TRANSPORTATION**  
**Environmental Clearances Information Summary**

**PURPOSE** - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

**CLEARANCE CONTACTS** - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2000 Water Quality Control Division (WQCD): (303) 692-3500  
 Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
- CDOT Water Quality Program Manager: (303) 512-4053 <https://www.codot.gov/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: (303) 512-5519
- Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:  
 Omaha District (Northeastern CO), Denver Office (303) 979-4120  
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>  
 Sacramento District (Western CO), Grand Junction Office (970) 243-1199  
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>  
 Albuquerque District (Southeastern CO), Pueblo Office (719) 543-9459  
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

**Wildlife Resources** - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>.

Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

**Cultural Resources** - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAH), Denver, to ascertain if historic or archaeological resources have previously been identified (<https://www.historycolorado.org/file-access>; 303-866-5216). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

**Paleontological Resources** - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (<https://www.colorado.edu/cumuseum/research-collections/paleontology/policies-procedure>) and the Denver Museum of Nature and Science (<https://www.dmns.org/science/earth-sciences/earth-sciences-collections/>). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.
- If the permit involve no ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at [nicole.peavey@state.co.us](mailto:nicole.peavey@state.co.us) or (303)757-9632.

## CDOT UTILITY/RELOCATION/SPECIAL USE PERMIT STANDARD PROVISIONS

**Hazardous Materials, Solid Waste** - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed.

**Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

**Asbestos Containing Materials, Asbestos Contaminated Soil** - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager

(303) 512-5519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

**Transportation of Hazardous Materials** - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra- state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

**Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD** - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into waters of the U.S., including wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

**Working on or in any stream or its bank** - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

**Erosion and Sediment Control Practices** - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD. Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/cdot-construction-specifications>). The CDOT Erosion Control and Stormwater Quality Guide (website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>) can also be used to design erosion/sediment controls.

**Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500.

Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>

**Site Stabilization** - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide should also be used to plan restoration of disturbed vegetation. Website: <https://www.codot.gov/programs/environmental/landscape-architecture/erosion-storm-quality>

**Stormwater Discharge From Industrial Facilities** - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE-WQCD at (303) 692- 3500. Website: <https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits>

**Concrete Washout** - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at <https://www.codot.gov/business/designsupport/cdot-construction-specifications> and refer to the specifications and their revisions for sections 101, 107 and 208.

**Construction Dewatering (Discharge or Infiltration) and Remediation Activities** - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact**

**Information:** Contact the CDPHE-WQCD at (303) 692-3500. For Applications and Instructions:

<https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

**Municipal Separate Storm Sewer System (MS4) Requirements** - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit #COS-000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs>.

**Post-Construction Permanent Water Quality** - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality>

#### **Discharges to Storm Sewer Systems**

**Prohibited Discharges** - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.

**Allowable Discharges** - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. **Contact Information:** Contact the CDPHE-WQCD at (303) 692-3500. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html>.

**Spill Reporting** - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergency-reporting-line>.

**Disposal of Drilling Fluids** - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

**Noxious Weeds and Invasive Species Management Plan** - Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.



COLORADO

Department of Transportation

Region 3 Traffic Section  
222 S 6th St, Room 100  
Grand Junction, Colorado 81501  
(970) 683-6288

## LATE FALL, WINTER AND SPRING SPECIAL PROVISIONS FOR WORK WITHIN CDOT ROW

It's that time of year again when work within the Right of Way (ROW) becomes a special concern. Due to Northwest Colorado's unpredictable weather, work in the ROW can create several types of hazards for the traveling public, contractors, and their personnel. The condition of the highway can change quickly. Mud tracked onto the highway by equipment, or ice and snowpack are just a few of the conditions that make the roadway more hazardous for all concerned. The terrain within the ROW must be kept clear of hazards as well. Holes, trenches, equipment and materials can make the terrain "unrecoverable" for a driver should his/her vehicle leave the highway.

**Activities must be shut down when the roadway is other than dry.** The use of frozen materials for backfilling will only lead to settlement. The contractor must make extra effort to compact the excavation. In the spring, any settlement of backfill shall be repaired. The re-vegetation shall take place yet this fall or early next spring.



**GENERAL PERMIT TERMS & CONDITIONS**

**CDOT IS NOT A UNCC MEMBER AND UNCC WILL NOT LOCATE CDOT FACILITIES.**

Permitted work requires permittee or contractors to contact CDOT at 970.683.6274 for locates if any CDOT signals, flashing beacons, electrical signs, luminaries, and weather stations are located within 3000 feet of construction area.

**NOTICE: No underground installations shall be performed from November 15 to April 15, unless the CDOT inspector on the permit has approved of the installation during this time frame. Emergency repairs are exempt. Review and comply with the attached 'Special Provisions for late fall, winter and spring'.**

**CHECKED TERMS (☒) APPLY TO THIS PERMIT**

100 **GENERAL**

- 101 Please refer to this permit number in all communications and correspondence.
- 102 The Permittee, his or her heirs, successors-in-interest, assigns, and occupants of the Utility/Construction/Landscape/Special Use permitted by this permit shall be responsible for meeting the terms and conditions of this permit.
- 103 **Read all additional standard requirements of this permit and other terms and conditions on the the attached sheets. A copy of this permit including all terms and conditions must be on the job site with the contractor.** Call for an inspection of forms at least one working day prior to placing any concrete. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or engineer is responsible for the proper grade and alignment. Minor changes or additions may be ordered by the field inspector to meet field conditions. Any survey monuments or markers disturbed during the execution of this permit shall be repaired immediately at the expense of the Permittee.
- 104 NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.
- 105 Any damage to any present highway facilities shall be repaired immediately and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Inspector.
- 106 CDOT will determine the extent of inspection services for the work. A daily inspection may be done by the Colorado Department of Transportation from the time work begins inside the highway right-of-way until the job is completed and right-of-way restored to its original condition.
- 107 Water, storm sewer, sanitary sewer, gas, electrical, landscaping, telephone, traffic signal installations and fiber optic installations will require individual additional permits, unless prior approval is given by the CDOT Utility Coordinator.
- 108 The Permittee is responsible for obtaining any necessary additional Federal, State and/or City/County or Railroad permits or clearances required for work within CDOT right of way. Approval of this Permit does not constitute verification of this action by the Permittee.
- 109 The Department will require the permittee to retain a Professional Engineer (PE) to be in Responsible Charge of Construction Observation. The PE's responsibilities include, but are not limited to:
  1. The PE in Responsible Charge of Construction Observation shall evaluate compliance with plans and specifications with regard to the roadway improvements within the State Highway Right of Way only. The PE's responsibilities shall be as defined in Section 5 of the BYLAWS AND RULES OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, and the relevant sections of the latest CDOT Standard Specifications for Road and Bridge Construction. The PE shall carefully monitor the contractor's compliance on all aspects of construction including Construction Zone Traffic Control.
  2. Engineering Certification: After inspection and before final acceptance, the PE shall certify to CDOT, in writing that all inspections, materials, materials testing, and construction methods conform to CDOT, specifications and purpose of the design. The PE shall be experienced and competent in road and bridge construction management, inspection and materials testing. Certification means a signed and/or sealed letter by a PE representing that the engineering services addressed therein have been performed by the PE, or under the Professional Engineer In Responsible Charge Is in accordance with applicable standards of practice.

- 110 Two sets of plans on 11" x 17" paper and the original load rating results shall be submitted to Staff Bridge prior to construction for any culvert or bridge with a span longer than 12' or any pedestrian structure. The load rating shall adhere to the procedures specified in the Colorado Department of Transportation Staff Bridge Load Rating Manual. The input file shall be submitted electronically. When construction is completed, two sets of "As Constructed" plans on 11" x 17" paper shall be sent to CDOT Permit Coordinator of record to serve as the permanent record of the construction project.
- 111 The Permittee and his/her Professional Engineer shall follow the latest revisions to CDOT's Standard Specifications for Road and Bridge Construction, Standard Special Provisions. The revisions can be found on CDOT's website. <http://www.dot.state.co.us/DesignSupport/Construction/>
- 112 Per State Bill 18-167, (811 law) all new underground utilities must be electronically locatable when installed. The bill applies to utility owners and private property owners. All transmission, main, and service lines within the project limits must be accurately depicted from starting point to ending point. Beginning January 1, 2019 all public and private utilities are required to be members of the 811 One Call List. Tier 2 members are no longer allowed.
- 113 Complete As Built plans of all new utilities, on AutoCad or Shapefile digital files are required to be emailed to the permit coordinator within 45 days of completion of the utility project.

### **300 DRAINAGE, WATER QUALITY CONTROL, ENVIRONMENTAL**

- 301 All disturbed landscaping is to be restored to original or better condition.
- 302 Areas of roadway and right-of-way disturbed during this installation shall be restored to insure proper drainage and erosion control.
- 303 ALL discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include substances such as: wash water, paint, automotive fluids, solvents, oils or soaps.  
Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, footing drains; water line flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities. However, construction activities may require a Construction Stormwater Permit. Contact the CDOT Water Quality Program Manager at 303.757.9343.  
ANY OTHER DISCHARGES may require Colorado Discharge Permit/s or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: <http://www.cdphe.state.co.us/wq/PermitsUnit/index.html>
- 304 The Permittee is responsible for compliance with all Federal, State, and local environmental regulations, including the CDOT Region 3 Prairie Dog Policy. The Permittee should have a qualified environmental consultant on staff or hire a qualified environmental consulting firm to assess the proposed project area for potential environmental impacts and obtain any necessary permits prior to disturbance. Environmental impacts include, but are not limited to, wetlands, water quality, threatened or endangered flora and fauna, cultural resources including both archaeological and paleontological resources, and hazardous waste that can affect both human health and the natural environment. Should enforcement action(s) be taken by any agency with jurisdiction, liability for noncompliance with any environmental regulation is the sole responsibility of the Permittee. Questions regarding environmental impacts can be directed to the Region 3 Environmental Manager at 970.683.6250.

### **400 TRAFFIC**

- 401 No access to the work area will be permitted from the main lanes or ramps of the Highway without prior approval from the Utility Permit Coordinator and will require proper traffic control plans.
- 402 Any construction equipment with outriggers shall use street pads.
- 403 No open cuts will be allowed within 30 feet of the edge of the traveled way at night, on weekends, or on holidays.
- 404 Where necessary to remove, add, or relocate a State Highway traffic control device, including striping, such additions, relocation or removals shall be accomplished by the permittee at its own expense and at the direction of the Department.
- 405 No Plating will be permitted within CDOT right of way without prior written permission from the Department, and if approved, will be required to be recessed in roadway, except in an emergency.

### **500 TRAFFIC CONTROL**

- 501 Daytime closures will be allowed Monday through Friday only. Night time closures will be allowed Sunday through Thursday only unless otherwise approved by CDOT.
- 502 No interference with traffic will be allowed after 12:00 Noon the day before a 3-day or 4-day holiday weekend, as listed under 108.08 of the Standard Specifications for Road and Bridge Construction.
- 503 The Permittee shall coordinate all traffic control operations with any special events in the area. The Permittee shall not schedule operations that interfere with traffic from 2 hours before until 2 hours after any such event.
- 504 Traffic control plans are to be reviewed and accepted before construction.
- 505 Contact Region 3 Traffic at 970.683.7534 at least two working days before beginning any work near a Department traffic signal.
- 506 Closing of ramps or traffic lanes will not be permitted. No Interference with traffic will be permitted.
- 507 Install Temporary Type VII Barrier with end sections and proper taper, or crash cushions around the work area if open trench or hazard is within 20' of EOP.
- 508 Two-way traffic must be maintained through the area at all times.
- 509 No equipment will be allowed in the main lanes of the roadway during construction.
- 510 No storage of materials or equipment will be allowed within 30 feet of the edge of traveled way.
- 511 Construction signs when not used, shall be removed or laid flat. All work that requires traffic control shall be supervised and implemented by a Traffic Control Supervisor certified by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA). When flag persons are required they shall be properly certified.
- 512 A certified Traffic Control Supervisor shall be on site at all times while construction traffic control is being utilized on the project.
- 513 New above ground installations shall be placed outside of roadway "clear zone" as defined by the latest AASHTO Roadside Design Guide or the installation shall have a breakaway system reviewed and approved by CDOT.
- 514 No ROW work allowed during inclement weather and/or when the roads are wet, snow covered or icy. If you have any questions regarding whether it is safe to set up traffic control or work, contact your CDOT inspector or the Utility Permit Coordinators.
- 515 Must notify the Utility Permit Coordinators 2 working days prior to planned work requiring speed reductions. The permit coordinator will issue a Form #568, Authorization and Declaration of Temporary Speed Limits.

## **600 SURFACING**

- 601 Any new joints in asphalt or concrete shall be within 6 to 12 inches of the existing or proposed lane striping. There shall be no asphalt seams in the wheel path. All asphalt repairs are to be straight, perpendicular and parallel to the roadway, no skewed seams.
- 602 For any construction, replacement, repair and maintenance of any sidewalk and ADA Ramps in CDOT ROW, prior design approval is required. All sidewalk and ADA ramp work must follow the latest revision of the CDOT M&S Standards. An inspection will be required after construction is completed. Any work that fails inspection will be required to be replaced and the Department will give no variances. All sidewalk repair, maintenance and snow removal is the responsibility of the permittee.
- 603 Saw asphalt removals to assure a straight edge for patching. The replacement asphalt shall be a minimum of 4 inches of hot bituminous pavement place in 2 compacted lifts. Tack oil shall be used prior to replacement being installed. A "T" top cut shall be performed. (see attached drawing) Final patch surface shall be smooth and conform to the surrounding pavement surface with no bump, dip, or other noticeable difference in the riding quality.
- 604 The manhole rings and covers shall be Department of Highways Standard 400 pound.
- 605 Valve and manhole covers shall be set ¼ minimum to ½ inch maximum below finished grade.
- 606 Full depth Hot Mix Asphalt (HMA) shall be placed daily, 4-inch minimum or match existing, whichever is greater. All coring and potholing holes shall be filled with flowable fill and capped with 4-Inch minimum of asphalt.
- 607 All excavations for utility lines, culverts, trenches or tunnels shall meet the requirements of OSHA or the Colorado Department of Transportation, whichever applies.

## **700 MAINTENANCE**

- 701 Maintenance work may be done anytime within daylight hours as long as no interference to traffic is caused.
- 702 The Permittee shall be responsible for landscape maintenance, including irrigation, litter removal, weed control and mowing within the limits of work.
- 703 Install and mark a manual shut-off valve in the Highway right-of-way for emergency use by the Colorado Department of Transportation.

- 704 The Department reserves the right to do any maintenance work necessary in the area at any time.
- 705 Any improvements outside the flow line or beyond the edge of asphalt of the state highway, including but not limited to sidewalks and landscaping, which are installed at the direction of the local land use jurisdiction shall be maintained by the permittee, their heirs or assigns.
- 706 Minimum overhead clearance shall conform to the requirements of the most recent edition of the CDOT Utility Accommodation Code for final sag. See attachment.

**800 MATERIALS**

- 801 Trees and shrubs shall be planted far enough from the roadway to ensure that branches will not overhang the traveled lanes at maturity. Clear view of the sight triangle is required at all times. No trees will be allowed to be installed within the Highway Clear Zone or within 30' of EOP. All landscaping and plants are to be maintained by the permittee. All landscaping shall be approved by the region landscape specialist before a permit is issued.
- 802 Disturbed right of way area must be top soiled, fertilized, mulched, crimped and re-seeded with Department of Transportation approved seed mix.
- 803 Native material is not allowed for backfill of trenches. All backfill shall be Class 1 Structural fill in compacted lifts. Within 6' of the roadway and under the roadway, flow fill is required, unless prior approval and other means are approved by the Region Materials Engineer.

**900 EARTHWORK**

- 901 All new underground utilities shall be a minimum depth of 48 inches, or 60 inches within 15 feet of edge of asphalt. No utility will be allowed to be placed in the flow line of the drainage or borrow ditches.
- 902 All backfill is subject to AASHTO standard compaction T-99 or T-180 as appropriate. Compaction and materials testing may be required at the discretion of the Department of Transportation. Flow fill shall be used for all traverse and parallel installations within 6 feet of the asphalt.
- 903 All cable/conduit shall be installed in conduit by directional bore. No trenching shall be permitted unless prior approval from the Utility Permit Coordinator. All work shall stop and CDOT shall be notified immediately if any problems occur during the bore; including but not limited to, surfacing of frac material, over pressuring of frac mud, loss of bore heads, etc. CDOT shall determine the next course of action.
- 904 This Permit allows for the installation of monitoring wells and monitoring for a 2-year period from date of issue. This Permit may be re-issued for further monitoring at the end of the 2-year period. All construction and abandonment procedures shall conform to the requirements of the State Engineer's office. All drill cuttings and water removed are to be transported from the site and properly disposed of. The wells are to be marked with permanent, waterproof identification stating Permittee's name, address and phone number.

**1000 OTHER**

- 1001 The City of Fruita will maintain RABs including sprinklers, power vegetation and sculptures. CDOT will not be responsible for any maintenance at any time.
- 1002 The City of Fruita will repair and clean RABs of any damage to interior display due to an accident or vandalism.
- 1003
- 1004
- 1005
- 1006
- 1007
- 1008
- 1009
- 1010



## COLORADO

### Department of Transportation

Region 3 Traffic Section  
222 South 6th Street, Room 100  
Grand Junction, Colorado 81501  
(970) 683-6288

## PERMIT FINAL INSPECTION

### INSPECTION AND ACCEPTANCE

Final acceptance begins the two-year warranty period

I, Jered Morgan, have inspected the area regarding Permit 3200344 for the Colorado Department of Transportation. I find the area to be in satisfactory condition.

CDOT INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

INSPECTOR PHONE: (303) 653-1566

PERMITTEE: City of Fruita

PERMITTEE REPRESENTATIVE: \_\_\_\_\_

RETURN THIS PERMIT FINAL INSPECTION TO THE ADDRESS LISTED ABOVE





# Highway 340 Roundabouts Fruita, Colorado



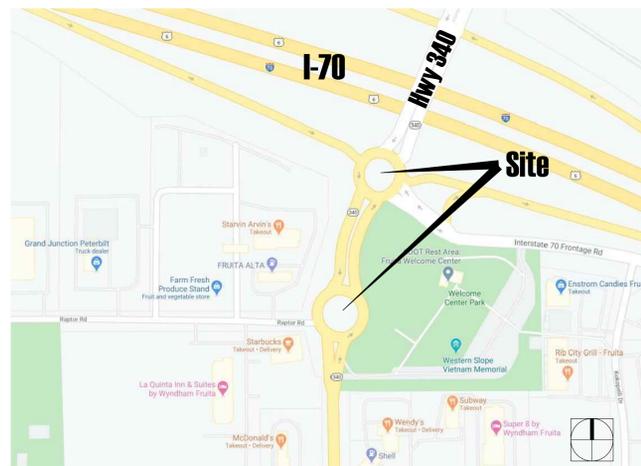
## Bid Documents

### COPYRIGHT NOTICE

This drawing is an instrument of service and is the property of Nvision Design Studio, Inc. No reproduction of this sheet in whole or part, for this or any other project, shall be done without authorization from Nvision Design Studio, Inc.

**September 17, 2020**

### Project Location: Fruita, Colorado



### Owner's Representative



TURE NYCUM  
PARKS AND RECREATION DIRECTOR  
CITY OF FRUITA  
TNYCUM@FRUITA.ORG  
970-858-0360 X6400

### Site Planning / Landscape Architect



ROBERT A. BREEDEN, RLA  
PRESIDENT  
NVISION DESIGN STUDIO, INC.  
677 25 RD., GRAND JUNCTION, CO 81505  
RB@NVIZ.BIZ WWW.NVIZ.BIZ  
970.210.2155

### Structural Engineer



JEFF DUNN  
LINDAUER DUNN, INC.  
ADDRESS: 802 ROOD AVE, GRAND  
JUNCTION, CO 81501  
PHONE: (970) 241-0900  
JEFF@LINDAUERDUNN.COM

### Sheet Index:

SHEET	TITLE
COVER	COVER SHEET
G1	GRADING PLAN
PL1	PLANTING PLAN
IR1	IRRIGATION PLAN 1
IR2	IRRIGATION PLAN 2
LV1	LOW VOLTAGE LIGHTING PLAN
S1	STRUCTURAL PLAN / DETAILS
S2	STRUCTURAL PLAN / DETAILS

### Revisions:

NO.	DESCRIPTION	DATE

ACCEPTANCE BLOCK	
THE CITY OF FRUITA REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD. CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.	
CITY PLANNER	DATE
CITY PUBLIC WORKS	DATE
CITY ENGINEER	DATE

**Layout Notes**

- HORIZONTAL AND VERTICAL LAYOUT SHALL BE PERFORMED BY THE CITY OF FRUITA SURVEYING DEPARTMENT. PROVIDE STAKING OF ALL MAJOR DESIGN COMPONENTS SUCH AS CENTER CIRCLES, F LOGO LAYOUT, AND ALL CONCRETE COMPONENTS. CONTRACTOR AND CITY SHALL DETERMINE SPECIFICS.

**Grading Notes**

- BASE SURVEY INFORMATION FOR AREA WITHIN LIMIT OF WORK WAS PROVIDED BY THE OWNER. LOCATIONS OF ANY EXISTING UNDERGROUND PIPING IS GENERALIZED AND BASED ON THE KNOWLEDGE OF THE OWNER. EXACT LOCATIONS OF PROPERTY LINES, VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES, AND OTHER UTILITIES TO BE VERIFIED BY CONTRACTOR PRIOR TO ANY DIGGING OR GRADING. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS FROM LOCAL AGENCIES.
- IT IS THE INTENT TO MAINTAIN THE EXISTING DRAINAGE PATTERN AND NOT DISRUPT EXISTING DRAINS. CONTRACTOR SHALL BE FAMILIAR WITH EXISTING GRADES AND DRAINAGE PATTERNS PRIOR TO CONSTRUCTION. ANY CONDITIONS THAT DO NOT COMPLY WITH CURRENT ADA STANDARDS, SUCH AS LOW SPOTS IN PAVEMENT, OR ANY SITUATION WHICH MAY CREATE A SAFETY HAZARD SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- ALL FINISHED GRADES SHALL PROVIDE FOR NATURAL RUNOFF OF WATER WITHOUT LOW SPOTS OR POCKETS. SET FLOW LINES ACCURATELY AND PROVIDE A MINIMUM 2% AND A MAXIMUM 33% (3:1) GRADIENT IN LANDSCAPE AREAS UNLESS OTHERWISE NOTED.
- HOLD FINISHED GRADES FOR ALL PLANTING AREAS 2" MIN. BELOW TOP OF ADJACENT PAVEMENTS, CURBS OR HEADERS. ALLOW A MIN. OF 4" FOR ADDITION OF MULCH MATERIALS OVER FINISHED GRADE.
- HOLD FINISHED GRADES FOR SHRUB AND GROUND COVER AREAS 1-1/2 IN. BELOW TOP OF ADJACENT PAVEMENT, CURBS, OR HEADERS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- MIN. 10% SLOPE AWAY FROM BUILDING FOUNDATION FOR A MINIMUM OF 10' PER GEOTECHNICAL REPORT, WHERE DITCH AND FLOWLINE GRADE ARE NOT SPECIFIED.
- FILL MATERIAL SHALL BE FREE OF DEBRIS AND VEGETATION.
- BACKFILL AGAINST FOUNDATION WALLS SHALL BE IN CONFORMANCE WITH GEOTECHNICAL REPORT.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE UNIFORM BUILDING CODE, OSHA REQUIREMENTS FOR EXCAVATION, AND SPECIAL REQUIREMENTS OF THE PERMIT. VIOLATIONS WILL RESULT IN THE STOPPAGE OF ALL WORK UNTIL THE VIOLATION IS CORRECTED.
- NO WORK SHALL BE STARTED WITHOUT FIRST NOTIFYING THE CITY AT AT LEAST 2 WORKING DAYS BEFORE WORK IS COMMENCED.
- LANDSCAPE SLOPES SHALL BE NO STEEPER THAN 2 HORIZONTAL FEET TO 1 VERTICAL FOOT, OR AS DETERMINED BY A SOILS ENGINEER AND APPROVED BY THE COUNTY.
- FILL AREAS SHALL BE CLEARED OF VEGETATION AND DEBRIS, SCARIFIED, AND BE APPROVED BY THE ENGINEER OF RECORD PRIOR TO THE PLACING OF FILL.
- PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING CONSTRUCTION OF IMPROVEMENTS.

- DUST SHALL BE CONTROLLED BY THE CONTRACTOR TO THE SATISFACTION OF THE LOCAL JURISDICTION.
- ALL STREETS SHALL BE MAINTAINED FREE OF DUST AND MUD CAUSED BY GRADING OPERATIONS. ALL OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL JURISDICTION.
- FINISH GRADING WILL BE COMPLETED AND APPROVED, AND SLOPE PLANTING AND IRRIGATION SYSTEMS INSTALLED BEFORE FINAL SIGN-OFF BY THE CITY.
- NO ROCK OR SIMILAR MATERIAL GREATER THAN 6" IN DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED AND APPROVED BY A SOILS ENGINEER.
- THE CITY SHALL APPROVE ALL GRADING INCLUDING COMPACTION REQUIREMENTS AND THE STABILITY OF SLOPES CREATED, EXISTING OR REMAINING.
- ALL DRAINAGE PIPE SHALL BE BURIED A MINIMUM OF 12" (PREF. 18") AND POSITIVE SLOPE PROVIDED TO MAINTAIN EFFICIENT DRAINAGE.
- ALL NEW AND EXISTING STORM SEWER INFRASTRUCTURE (I.E. DRAIN INLETS, CULVERTS) THAT ARE LOCATED ON THE PROPERTY OR ARE IMMEDIATELY ADJACENT MUST BE MAINTAINED AND PERIODICALLY INSPECTED OF SEDIMENT AND DEBRIS (IF APPLICABLE). FAILURE OF SUCH PRACTICES MAY RESULT IN POOR DRAINAGE PERFORMANCE AND FLOOD DAMAGE. ALL RISK AND LIABILITY SHALL BE ASSUMED BY THE OWNER.

Project Name:



Client: City of Fruita  
Parks and Recreation  
324 North Coulson Street  
Fruita Colorado 81521  
970-858-0360  
tcasal@fruita.org

Landscape Architect:



Nvision Design Studio, Inc.  
677 25 Road Grand Junction, CO 81505  
Phone: 970.210.2155 Email: rb@nvis.biz  
Web: www.nvis.biz  
Landscape Architecture | Visual Simulation | Graphic Design

Registration:



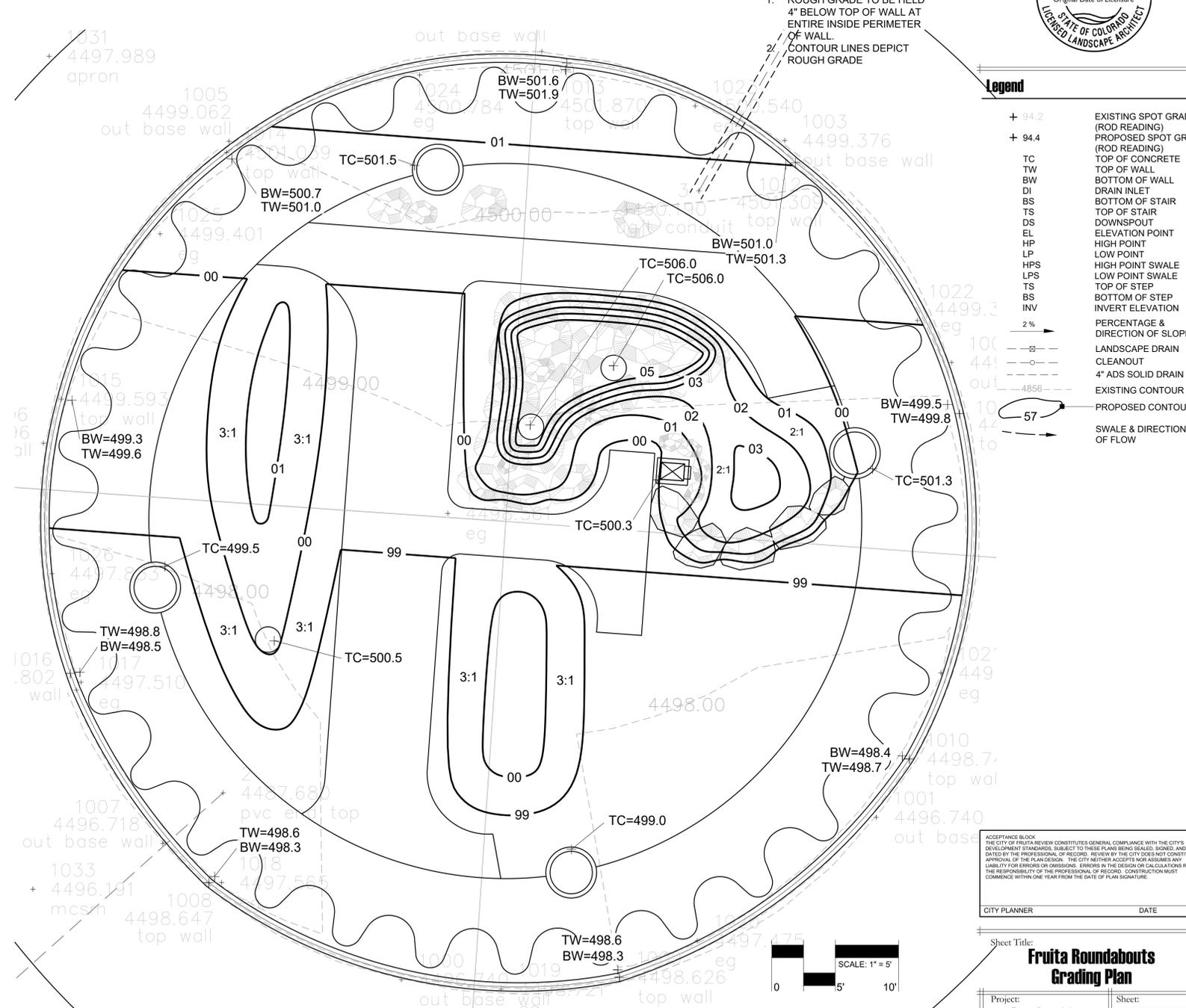
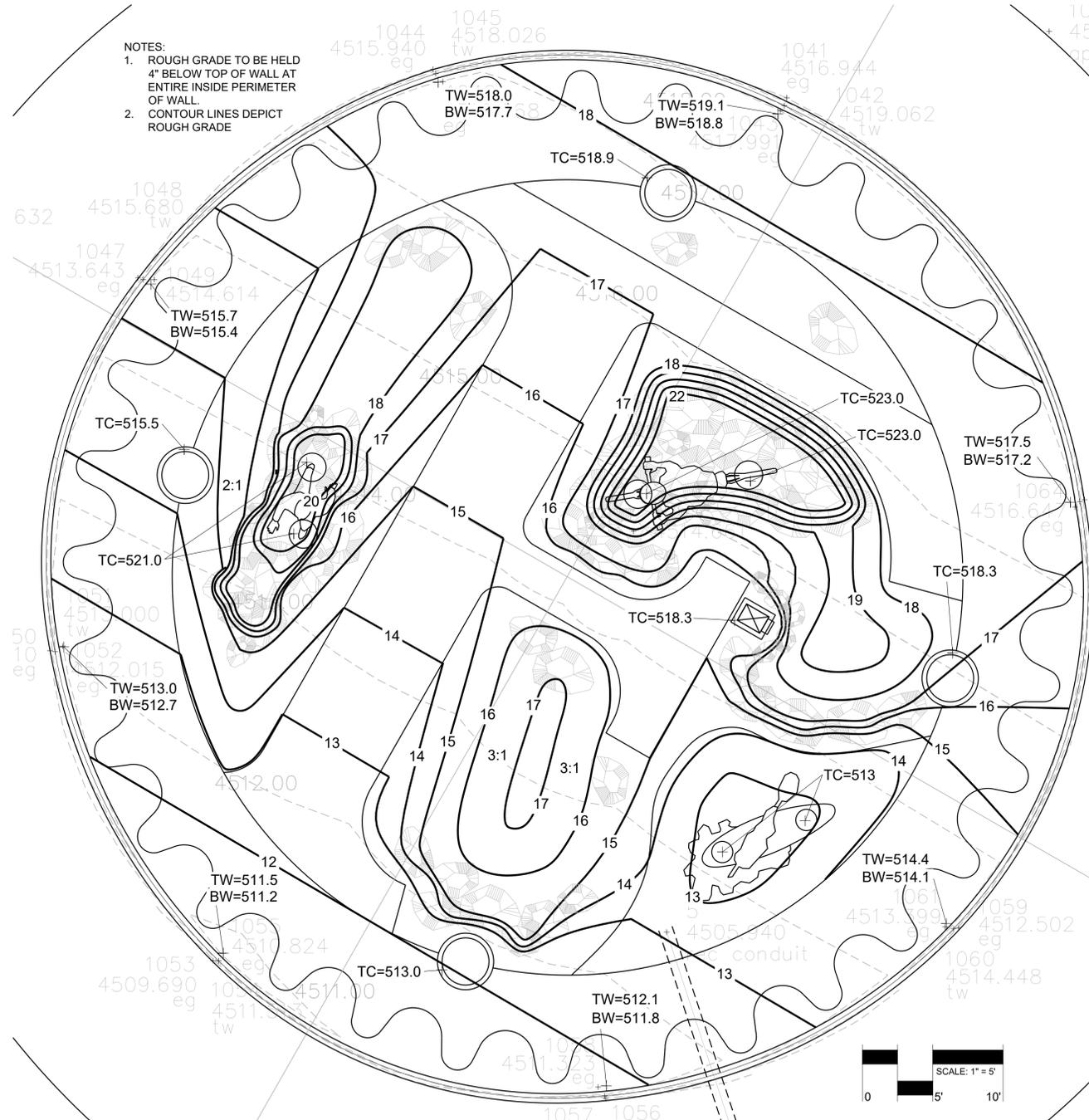
Robert A. Breeden  
LA 462  
03/21/2008  
Original Date of Licensure  
STATE OF COLORADO  
LICENSED LANDSCAPE ARCHITECT

- NOTES:
- ROUGH GRADE TO BE HELD 4" BELOW TOP OF WALL AT ENTIRE INSIDE PERIMETER OF WALL.
  - CONTOUR LINES DEPICT ROUGH GRADE

- NOTES:
- ROUGH GRADE TO BE HELD 4" BELOW TOP OF WALL AT ENTIRE INSIDE PERIMETER OF WALL.
  - CONTOUR LINES DEPICT ROUGH GRADE

**Legend**

+ 94.2	EXISTING SPOT GRADE (ROD READING)
+ 94.4	PROPOSED SPOT GRADE (ROD READING)
TC	TOP OF CONCRETE
TW	TOP OF WALL
BW	BOTTOM OF WALL
DI	DRAIN INLET
BS	BOTTOM OF STAIR
TS	TOP OF STAIR
DS	DOWNSPOUT
EL	ELEVATION POINT
HP	HIGH POINT
LP	LOW POINT
HPS	HIGH POINT SWALE
LPS	LOW POINT SWALE
TS	TOP OF STEP
BS	BOTTOM OF STEP
INV	INVERT ELEVATION
2%	PERCENTAGE & DIRECTION OF SLOPE
---	LANDSCAPE DRAIN CLEANOUT
---	4" ADS SOLID DRAIN PIPE
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
57	SWALE & DIRECTION OF FLOW



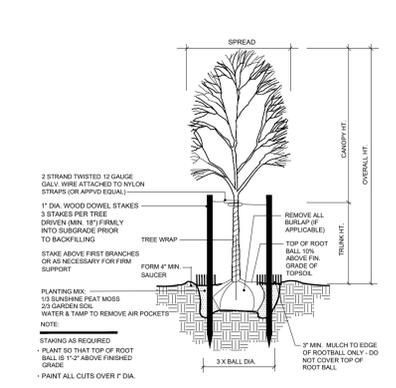
**Landscape Notes**

- NOTE: ALL PLANTS IN SIGHT DISTANCE EASEMENT SHALL REMAIN UNDER 30" IN HEIGHT AT ALL TIMES.
- INSTALL ROCK MULCH IN ALL SHRUB BEDS AS INDICATED ON PLAN.
- ALL TO BE PLANTED WITH LIVING PLANTS SHALL BE EXCAVATED DOWN TO 12" DEPTH AND NATIVE SOIL SHALL BE AMENDED WITH WITH A MIN. 4 CU YDS PER 1,000 SF WITH GOOD QUALITY COMPOSTED ORGANIC MATTER. FIRST, DECOMPACT ALL PLANTING AREA SOILS TO A MIN. DEPTH OF 12 INCHES PRIOR TO TILLING. TILL AND INCORPORATE AMENDMENT TO A MIN. DEPTH OF 12 INCHES.
- TREE PITS SHALL BE EXCAVATED TO A MIN. DEPTH OF 24" AND AMENDED SAME AS ABOVE.
- LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THE MEANS, METHODS OR APPROPRIATENESS OF CONSTRUCTION AND SAFETY PROCEDURES CHOSEN BY ANY CONTRACTOR.
- PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY.
- INSTALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL OR PAVING.
- FORM 30 INCH WATERING BASIN AROUND ALL TREES. FILL BASIN WITH 1-1/2 INCH LAYER OF WOOD CHIPS.
- PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT SCHEDULE FOR KEY AND CLASSIFICATION.
- ALL PLANT MATERIAL OUTSIDE OF THE LIMIT OF CONSTRUCTION LINE MUST REMAIN UNDISTURBED.
- ALL MATERIALS NOT TO BE REMOVED WILL BE MARKED CLEARLY WITH FLAGGING TAPE, PROTECTIVE FENCING, OR OTHER APPROVED BARRIER PRIOR TO CONSTRUCTION.
- IDENTIFY LOCATIONS OF ALL UNDERGROUND UTILITIES THAT MIGHT BE DISTURBED BY LANDSCAPE ELEMENTS PRIOR TO CONSTRUCTION.
- ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARDS FOR NURSERY STOCK, ANSI Z60.1-2004, OR AS IT MAY BE AMENDED.
- THE CONTRACTOR SHALL BE HELD COMPLETELY LIABLE FOR ANY DAMAGES RESULTING IN DEVIATIONS OMISSIONS, OR AMENDMENTS TO THIS PLAN. ANY CHANGES TO THIS PLAN SHALL BE DONE ONLY BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. FIELD CHANGES BY THE CONTRACTOR SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT BY EITHER RFI OR CHANGE ORDER IN WRITING PRIOR TO CONSTRUCTION.
- THE IRRIGATION SYSTEM SHALL CONSIST OF AN UNDERGROUND PRESSURIZED SYSTEM THAT WILL PROVIDE DRIP COMPONENTS TO THE SHRUBS AND TREES AND SPRAY IRRIGATION TO THE GRASS (IF APPLICABLE).
- IRRIGATION CONTROLLER SHALL BE A "WATER SENSE" SMART IRRIGATION CONTROLLER. VERIFY EXISTING CONTROLLER AND REPLACE IF NECESSARY.
- PROVIDE IRRIGATION TO ALL SHRUBS AND TREES - SEE IRRIGATION PLANS.

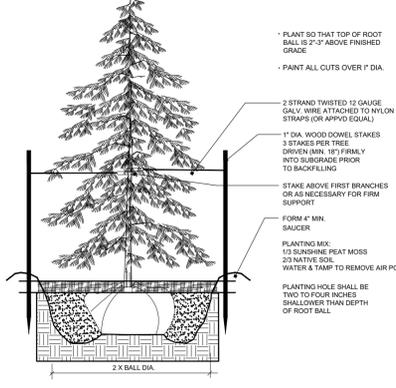
**Plant Schedule**

KEY	COMMON NAME	BOTANICAL NAME	H	W	SIZE	TYPE	QTY
<b>Deciduous Trees:</b>							
A	Prairie Fire Crabapple Tree	Malus 'Prairie Fire'	15	15	1-1/2" Cal.	B&B	2
sub	HOT WINGS® Tatarian Maple	Acer tataricum 'Garann' PP15023	15	15	1-1/2" Cal.	B&B	
sub	Winter King Hawthorn	Crataegus viridis 'Winter King'	15	15	1-1/2" Cal.	B&B	
<b>Total Deciduous Trees:</b>							<b>2</b>
<b>Evergreen Trees:</b>							
B	Pinyon Pine	Pinus edulis	15	15	6-8H	B&B	4
sub	Upright Mugo Pine	Pinus mugo 'Tannenbaum'	10	6	6-8H	B&B	
sub	Utah Juniper	Juniperus osteosperma	20	10	6-8H	B&B	
sub	Rocky Mountain Juniper	Juniperus scopulorum	20	10	6-8H	B&B	
<b>Total Evergreen Trees:</b>							<b>4</b>
<b>Shrubs &amp; Ornamental Grasses:</b>							
C	Parry's Agave	Agave parryi	2	3	5 gal.	Cont.	3
D	Leadplant	Amorpha canescens	3	3	5 gal.	Cont.	5
E	Silver Sage	Artemisia cana	4	4	5 gal.	Cont.	1
F	Dark Knight Blue Mist	Caryopteris incana 'Dark Knight'	4	4	5 gal.	Cont.	2
G	Tall Green Rabbitbrush	Chrysothamnus nauseosus graveolens	5	5	5 gal.	Cont.	3
H	Blue Stem Joint Fir	Ephedra equisetina	4	4	5 gal.	Cont.	8
I	Feather Reed Grass	Calamagrostis acutiflora 'Karl Forester'	4	3	5 gal.	Cont.	26
<b>Total Shrubs &amp; Grasses:</b>							<b>48</b>
<b>Perennials:</b>							
J	Snow in Summer	Cerastium tomentosum	1	2	1 Gal.	Cont.	16
K	Fire Cracker Penstemon	Penstemon eatoni 'Fire Cracker'	2	1	1 Gal.	Cont.	16
<b>Total Perennials:</b>							<b>32</b>

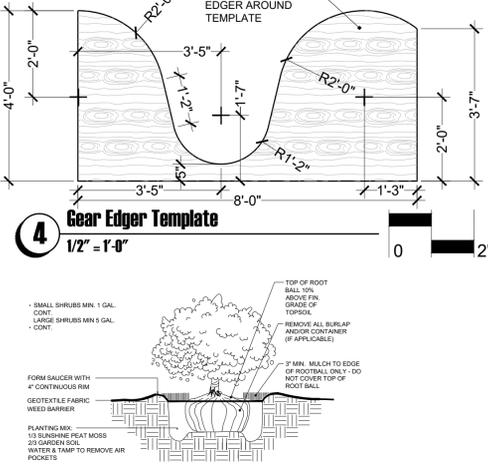
**1 Deciduous Tree Planting NTS**



**2 Evergreen Tree Planting NTS**

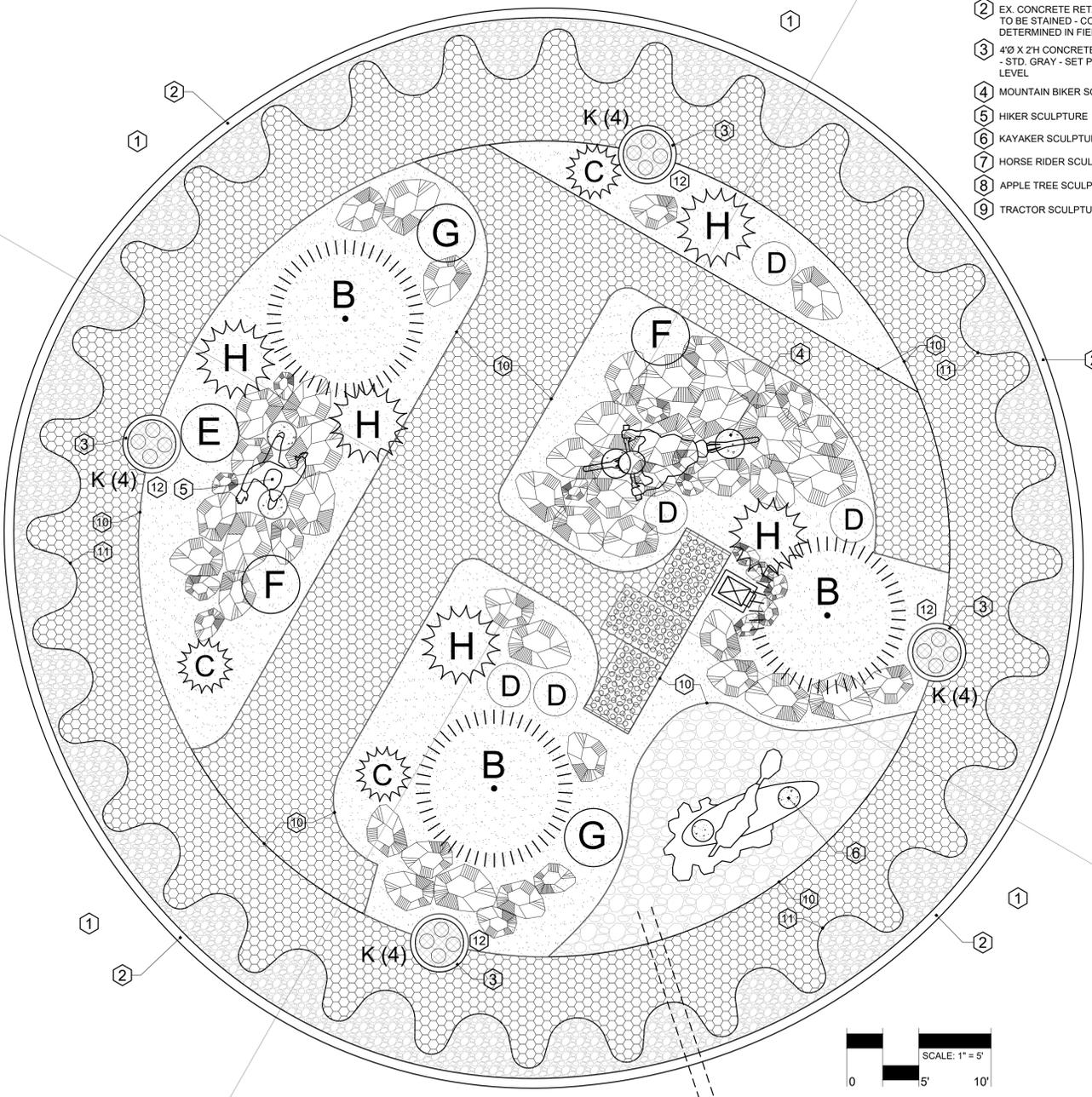


**3 Shrub Planting NTS**

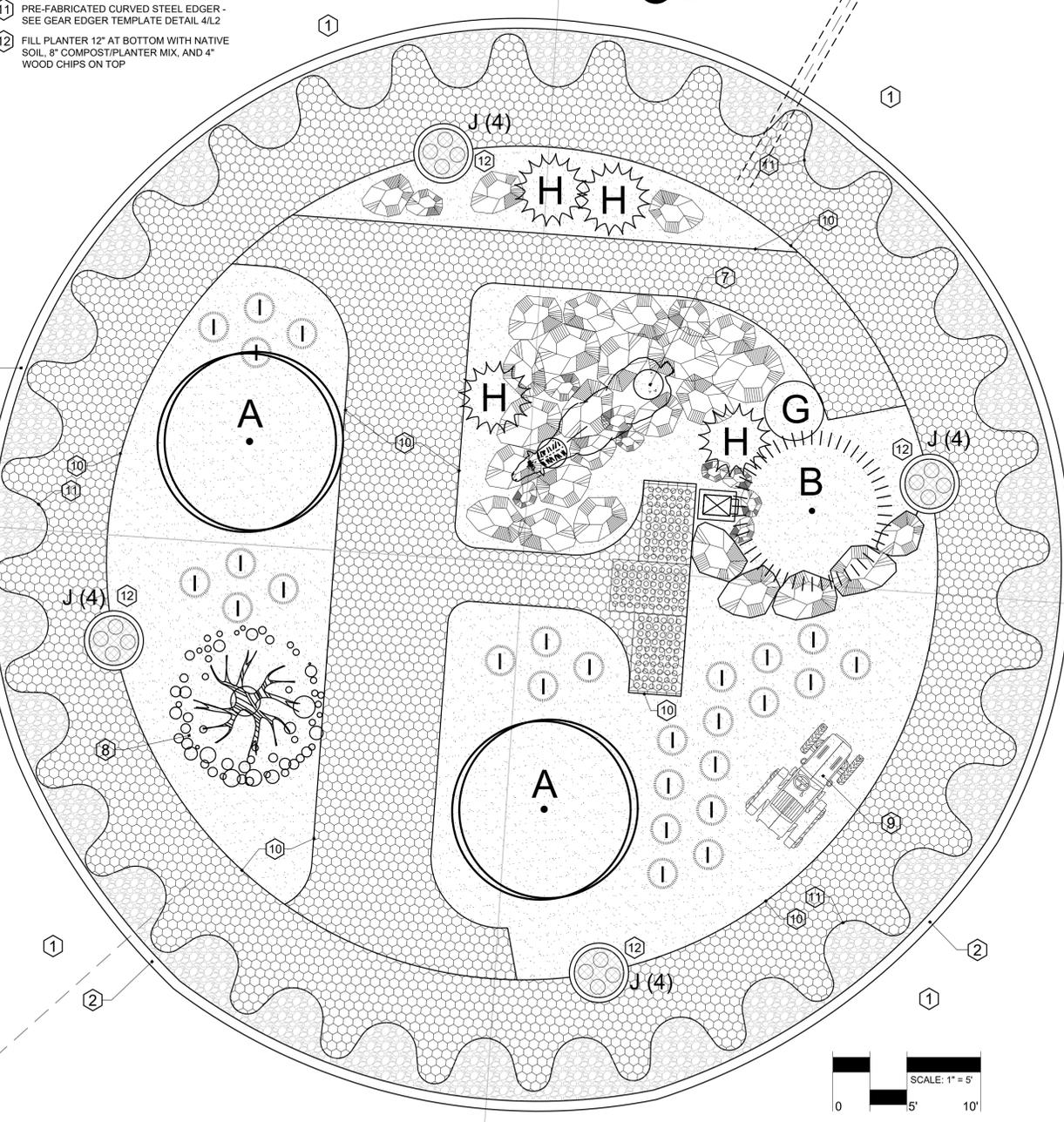


**Key Notes**

- EX. CONCRETE APRON
- EX. CONCRETE RETAINING WALL TO BE STAINED - COLOR TO BE DETERMINED IN FIELD
- 4 1/2 X 2 1/2 CONCRETE RISER RING - STD. GRAY - SET PLUMB AND LEVEL
- MOUNTAIN BIKER SCULPTURE
- HIKER SCULPTURE
- KAYAKER SCULPTURE
- HORSE RIDER SCULPTURE
- APPLE TREE SCULPTURE
- TRACTOR SCULPTURE
- 4" ROLLED TOP STEEL EDGER
- PRE-FABRICATED CURVED STEEL EDGER - SEE GEAR EDGER TEMPLATE DETAIL 4/L2
- FILL PLANTER 12" AT BOTTOM WITH NATIVE SOIL, 8" COMPOST/PLANTER MIX, AND 4" WOOD CHIPS ON TOP



**NORTH ROUNDABOUT**



**SOUTH ROUNDABOUT**

**Preliminary**  
Not For Construction

Project Name: **FRUITA COLORADO**  
 Client: City of Fruita  
 Parks and Recreation  
 324 North Coulson Street  
 Fruita Colorado 81521  
 970-858-0360  
 tcasal@fruita.org

Landscape Architect: **VISION DESIGN STUDIO, INC.**  
 677 25 Road Grand Junction, CO 81505  
 Phone: 970.210.2155 Email: rb@vnsd.biz  
 Web: www.vnsd.biz  
 Landscape Architecture | Visual Simulation | Graphic Design

Registration: **Robert A. Breeden**  
 LA 462  
 03/21/2008  
 Original Date of Licensure  
 STATE OF COLORADO  
 LICENSED LANDSCAPE ARCHITECT

**Legend**

- PROPOSED SHRUBS/PERENNIALS/ORNAMENTAL GRASSES
- PROPOSED DECIDUOUS TREES
- PROPOSED EVERGREEN SHRUBS
- PROPOSED EVERGREEN TREES
- GRANITE BOULDERS 36"-48"
- 3/4" BLACK/BLUE BASALT (3" DEPTH MIN.)
- 1" - 2" WASHED COLORADO RIVER ROCK MULCH (3" DEPTH MIN.)
- 6" - 9" WASHED COLORADO RIVER ROCK MULCH (6"-9" DEPTH MIN. FILL ANY OPEN CRACKS WITH 1"-2" WASHED CO RIVER ROCK)
- 1" TAN GRANITE ROCK MULCH (3" DEPTH MIN.)
- 1/4" BURNT AUTUMN TRAIL MIX ROCK MULCH (3" DEPTH MIN.)
- WOOD CHIPS

ACCEPTANCE BLOCK  
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CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

Sheet Title: **Fruita Roundabouts Planting Plan**

Project: Fruita Roundabouts  
 Date: September 10, 2020  
 Scale: 1" = 5'



### Plan Key Notes

- 1 DISCONNECT UNUSED PVC PIPE AND CONNECT NEW 1" SCH. 40 PVC TO ZONE 12 LATERAL AFTER PRESSURE REDUCER / FILTER
- 2 1" SCH. 40 PVC - APPROX. 100 LF - 12" MIN. DEPTH
- 3 3/4" SOLID POLYETHYLENE PIPE - BURY UNDER GRAVEL AND STAKE EVERY 10 FEET W/ GALV. STAKES  
EX. 4" SLEEVE (TO BE FIELD VERIFIED)
- 4 CONNECT 3/4" POLY DRIP LINE TO 1" POLY WITHIN ROUNDABOUTS. SEE DETAILED PLANS ON L3
- 5
- 6 INSTALL 1" FLOW METER AFTER IRR VALVE IN 7" ROUND BOX NEAR CONC. VAULT - SEE 3/4 FOR ROUND BOX INSTALLATION DETAIL  
SPEC:  
PRM 1 INCH MULTI-JET BRASS TOTALIZING WATER METER WITH PULSE OUTPUT WM100PVX  
WWW.PRMFILTRATION.COM



Project Name:

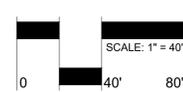
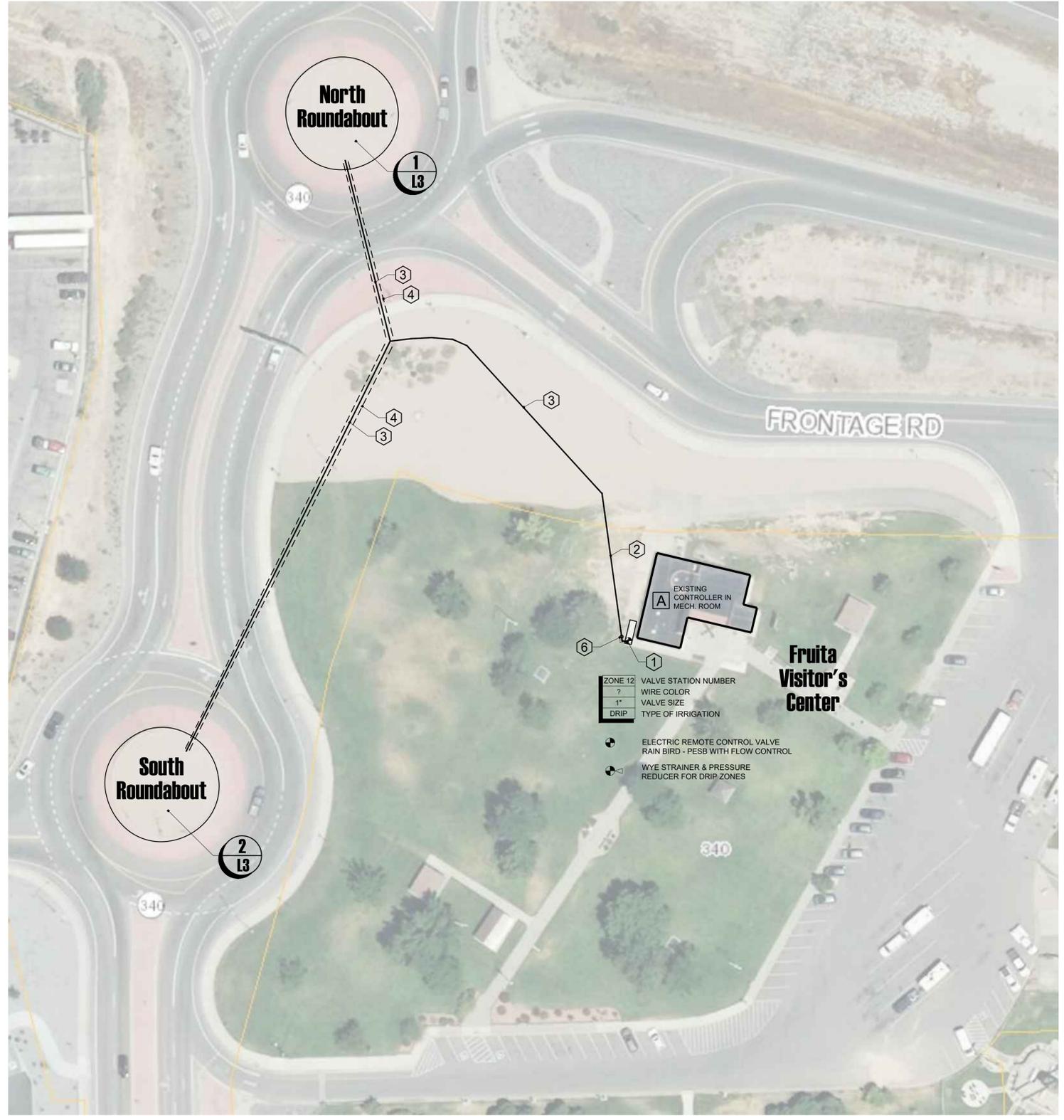
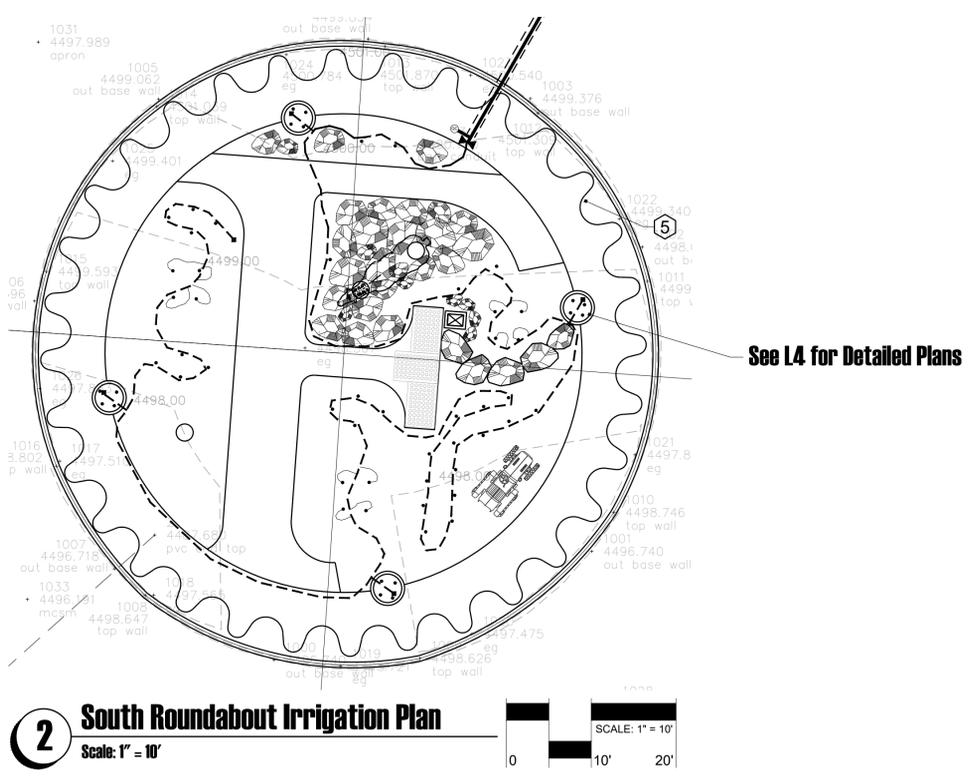
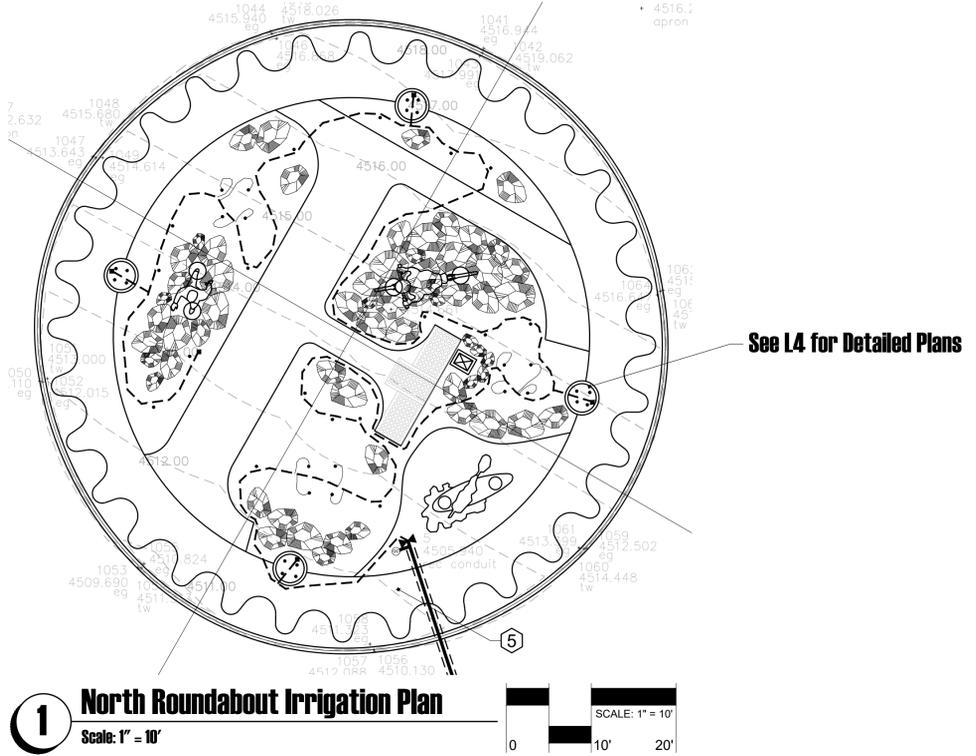


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tcasal@fruita.org

Landscape Architect:



Registration:



**Preliminary**  
Not For Construction

Sheet Title:  
**Fruita Roundabouts Irrigation Plan**

Project: Fruita Roundabouts	Sheet: 
Date: September 10, 2020	
Scale: Varies	

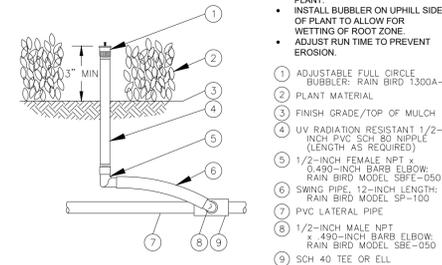
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# Irrigation Notes

- VERIFY OPERATING PRESSURE AT POINT OF CONNECTION PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. NOTIFY PLAN PREPARER IF MEASURED PRESSURE IS MORE THAN 95 P.S.I. OR LESS THAN 60 P.S.I. THE SYSTEM IS DESIGNED FOR AN OPERATING PRESSURE OF 60 P.S.I. AND A FLOW RATE AT INLET PIPE OF 12 GPM. VERIFY ALL FLOW RATES ON-SITE PRIOR TO INSTALLATION.
- NOTIFY LANDSCAPE ARCHITECT SIX (6) DAYS PRIOR TO INSTALLATION FOR A PRE-INSTALLATION CONFERENCE AND FIELD REVIEW COORDINATION FOR TRENCH DEPTHS, ASSEMBLY REVIEW, PRESSURE TESTS, COVERAGE TESTS, PRE-MAINTENANCE AND FINAL REVIEWS.
- A CONTINUITY TEST WILL BE REQUIRED FOR CONTROL WIRE STUBOUTS. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE PLAN PREPARER.
- INSTALL ALL EQUIPMENT IN ACCORDANCE WITH LOCAL CODES, MANUFACTURERS AND INSTRUCTIONS. AVOID ANY CONFLICTS BETWEEN SPRINKLER SYSTEM, PLANTING, AND ARCHITECTURAL FEATURES. NOTIFY PLAN PREPARER PRIOR TO INSTALLATION OF ANY AREA OF GRADE DIFFERENCES OR OBSTRUCTIONS NOT INDICATED ON THE PLANS.
- PRIOR TO CUTTING INTO SOIL, LOCATE ALL CABLES, CONDUITS, SEWERS, AND OTHER UTILITIES OR ARCHITECTURAL FEATURES THAT ARE COMMONLY ENCOUNTERED UNDERGROUND AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. ANY DAMAGE MADE DURING THE INSTALLATION OF THE IRRIGATION SYSTEM OF THE AFOREMENTIONED ITEMS SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL EXPENSE TO THE OWNER.
- LOCATION OF CONTROLLER TO BE DETERMINED AT JOBSITE BY OWNER AND CONTRACTOR (IF APPLICABLE). CONNECT TO EXISTING 120 VOLT ELECTRICAL SUPPLIES. USE THIN WALL METAL CONDUIT ABOVE GRADE. INSTALL PER MANUFACTURERS SPECIFICATIONS. PROVIDE AND INSTALL RECHARGEABLE BATTERY BACK-UP FOR CONTROLLERS. CONTROLLERS SHALL BE PROPERLY GROUNDED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND CONFORM TO LOCAL REGULATIONS. INSTALL AS DETAILED. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLERS TO IRRIGATE SLIPS USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SOIL EROSION DUE TO PROLONGED APPLICATIONS OF WATER.
- USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE APPLICATIONS. APPLY PER MANUFACTURERS RECOMMENDATIONS.
- INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING, BACKFLOW PREVENTORS (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS SPECIFICATIONS.

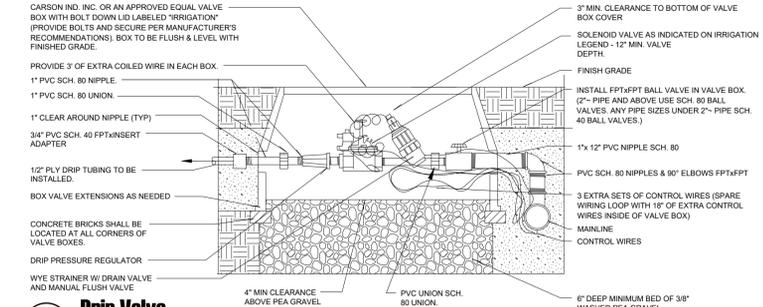
- INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL.
- POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION CARBIDE RESIN.
- MAINTENANCE CONSIDERATIONS:  
 A. FILTER CLEANING AND FLUSHING SHOULD START OUT AS A MONTHLY PROCEDURE AND CONTINUE AS NEEDED AFTER SIX (6) MONTHS.  
 B. VISUALLY CHECK FOR INDICATIONS OF PIPE BREAKS OR CLOGGED EMITTERS OR OUTLETS.  
 C. WATER QUALITY SHOULD BE MEASURED ON A QUARTERLY BASIS AND AMENDMENTS ADDED AS NECESSARY TO ENSURE THE SURVIVAL RATE OF THE PLANT MATERIAL.
- ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCHEDULE 40 ELECTRICAL CONDUIT. ELECTRICAL CONDUIT SHALL EXTEND SIX INCHES (6") BEYOND EDGE OF PAVEMENT OR CURB. CONTRACTOR HAS THE OPTION TO INSTALL PVC SCHEDULE 40 SLEEVING FOR ALL PIPING UNDER ASPHALT AND CONCRETE PAVEMENTS AT HIS OWN EXPENSE. INSTALL SAND FOR BACKFILL IN ASPHALT PAVEMENT AREAS TO 6" COVER ABOVE PIPE. SURROUND PIPE WITH SAND IN AREAS WHERE ROCKY TERRAIN IS ENCOUNTERED.
- ALL VALVE CONTROL WIRE SHALL BE MINIMUM NO. 14 AWG COPPER UL APPROVED FOR DIRECT BURIAL IN GROUND. CONNECT WIRES AS DETAILED PER MANUFACTURERS SPECIFICATIONS. RUN ONE (1) EXTRA CONTROL WIRE OF DIFFERENT COLOR THROUGH ALL VALVE LOCATIONS FROM EACH CONTROLLER. EACH WIRE AT VALVES SHALL HAVE 24" EXCESS COILED LOOP. TAPE WIRES IN BUNDLES EVERY TEN FEET (10').
- ALL PIPES SHALL BE TESTED AT 125% OF DESIGN PRESSURE FOR 1 HOUR. ADD WATER SLOWLY TO PIPES TO AVOID WATER HAMMER DAMAGE. BLEED SYSTEM TO INSURE ALL AIR IS OUT OF PIPES AND PRESSURIZE SYSTEM TO LEVELS STATED ABOVE. VISUALLY INSPECT FOR LEAKS WHILE SYSTEM IS HOLDING PRESSURE CONSTANT.
- ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS, CLODS, AND OTHER EXTRANEUS MATERIALS. COMPACT BACKFILL TO ORIGINAL DENSITY OF SOIL.
- AT JOB COMPLETION, SUPPLY OWNER WITH TWO (2) KEYS FOR EACH CONTROLLER.
- GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.

## 1 Adjustable Full Circle Bubbler NTS - 1300 A-F ON RISER



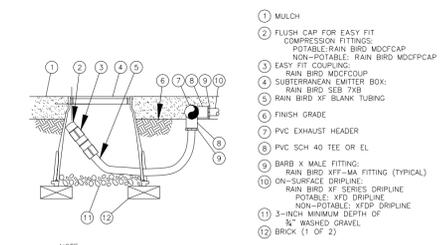
- NOTES:
- FORM BASIN AROUND BASE OF PLANT.
  - INSTALL BUBBLER ON UPHILL SIDE OF PLANT TO ALLOW FOR WETTING OF ROOT ZONE.
  - ADJUST RUN TIME TO PREVENT EROSION.
- ADJUSTABLE FULL CIRCLE BUBBLER: RAIN BIRD 1300A-F
  - PLANT MATERIAL
  - FINISH GRADE/TOP OF MULCH
  - UV RADIATION RESISTANT 1/2-INCH PVC SCH. 80 NIPPLE (LENGTH AS REQUIRED)
  - 1/2-INCH FEMALE NPT x 3/4-INCH BARB ELBOW: RAIN BIRD MODEL SBFE-050
  - SWING PIPE, 12-INCH LENGTH: RAIN BIRD MODEL SP-100
  - PVC LATERAL PIPE
  - 1/2-INCH MALE NPT x 490-INCH BARB ELBOW: RAIN BIRD MODEL SBE-050
  - SCH 40 TEE OR ELL

## 2 Drip Valve NTS



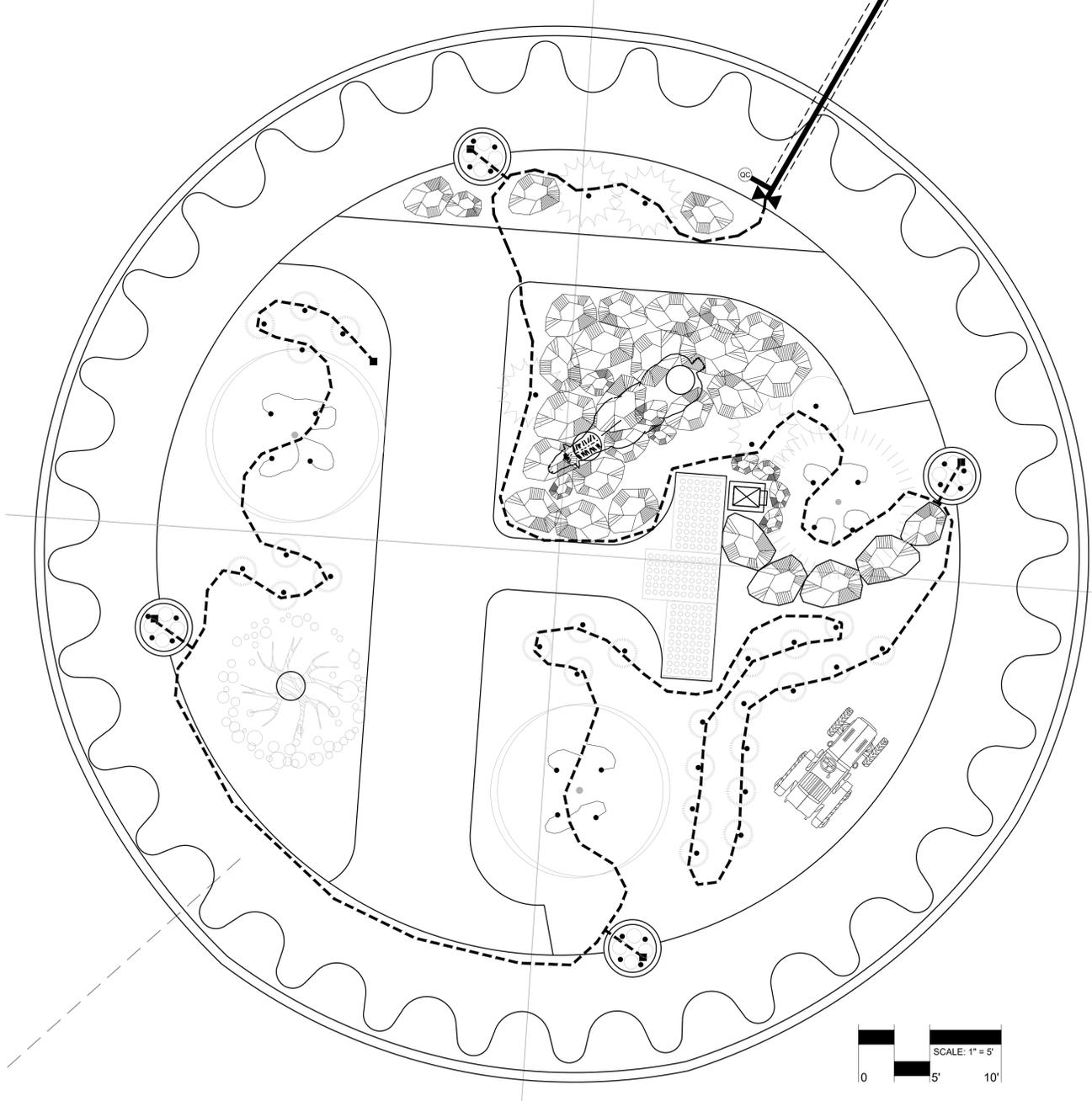
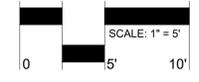
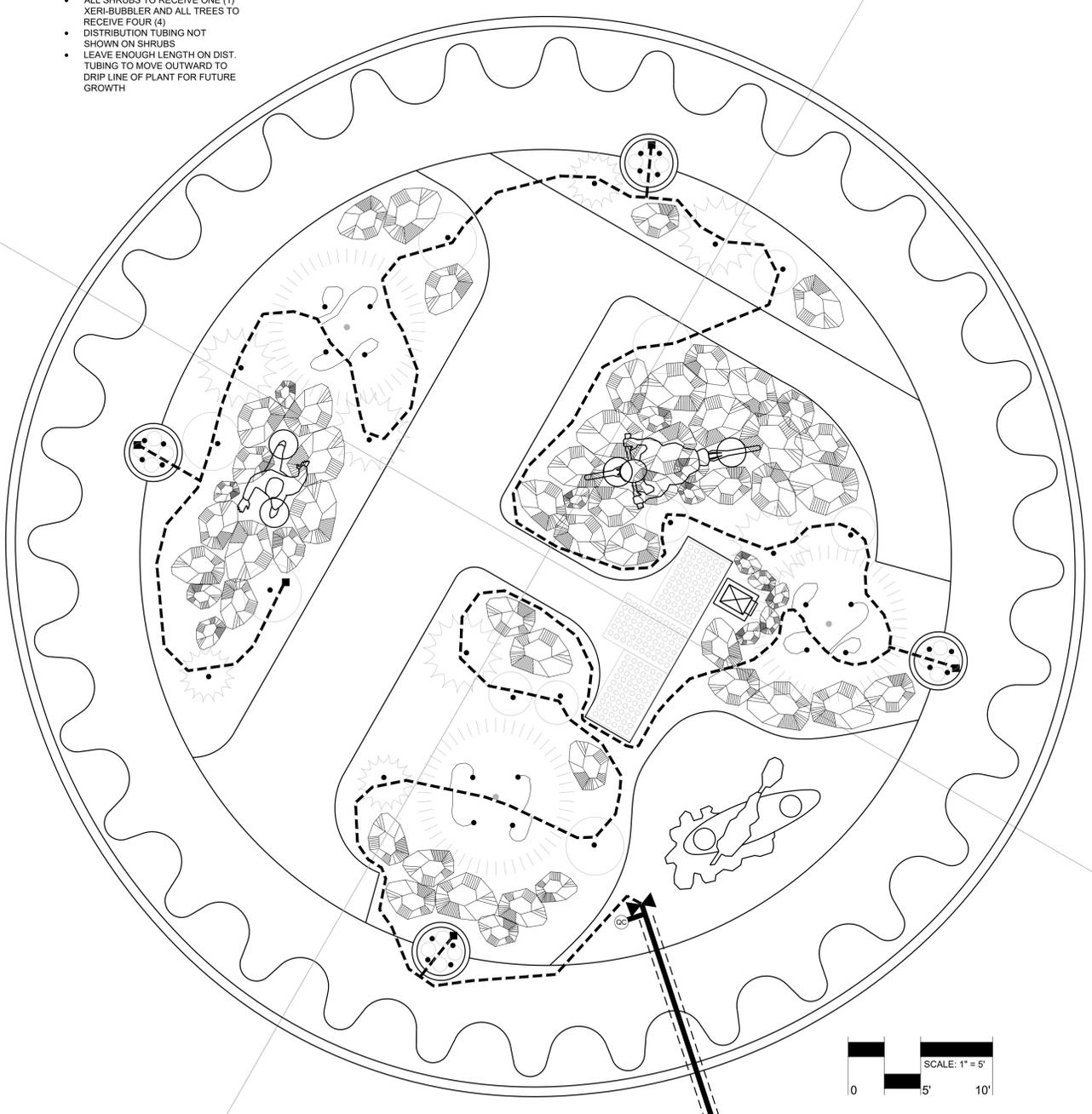
- CARSON IND. INC. OR AN APPROVED EQUAL VALVE BOX WITH BOLT DOWN LID LABELED "IRRIGATION" (PROVIDE BOLTS AND SECURE PER MANUFACTURER'S RECOMMENDATIONS). BOX TO BE FLUSH & LEVEL WITH FINISHED GRADE.
- PROVIDE 3' OF EXTRA COILED WIRE IN EACH BOX.
- 1" PVC SCH. 80 UNION
- 1" CLEAR AROUND NIPPLE (TYP)
- 3/4" PVC SCH. 40 FPTxINSERT ADAPTER
- 1/2" PLY DRIP TUBING TO BE INSTALLED.
- BOX VALVE EXTENSIONS AS NEEDED
- CONCRETE BRICKS SHALL BE LOCATED AT ALL CORNERS OF VALVE BOXES.
- DRIP PRESSURE REGULATOR
- WYE STRAINER W/ DRAIN VALVE AND MANUAL FLUSH VALVE
- 4" MIN CLEARANCE ABOVE PEA GRAVEL
- PVC UNION SCH. 80 UNION
- 3" MIN. CLEARANCE TO BOTTOM OF VALVE BOX COVER
- SOLENOID VALVE AS INDICATED ON IRRIGATION LEGEND - 12" MIN. VALVE DEPTH
- FINISH GRADE
- INSTALL FPTxFT BALL VALVE IN VALVE BOX (7" PIPE AND ABOVE USE SCH. 80 BALL VALVES. ANY PIPE SIZES UNDER 7" - PIPE SCH. 40 BALL VALVES.)
- 1x1/2" PVC NIPPLE SCH. 80
- PVC SCH. 80 NIPPLES & 90° ELBOWS FPTxFT
- 3 EXTRA SETS OF CONTROL WIRES (SPARE WIRING LOOP WITH 18" OF EXTRA CONTROL WIRES INSIDE OF VALVE BOX)
- MAINLINE
- CONTROL WIRES
- 6" DEEP MINIMUM BED OF 3/8" WASHED PEA GRAVEL

## 3 Drip Line Flush End Cap NTS



- MULCH
  - FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE: RAIN BIRD MOCFPCAP; NON-POTABLE: RAIN BIRD MOCFPCAP
  - EASY FIT COUPLING: RAIN BIRD MOCFCOUP
  - SUBSTRATE EMITTER BOX: RAIN BIRD SEB 7x8
  - RAIN BIRD XF BLANK TUBING
  - FINISH GRADE
  - PVC EXHAUST HEADER
  - PVC SCH 40 TEE OR ELL
  - BARB x MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
  - ON-SURFACE DRIPLINE: RAIN BIRD XF DRIPLINE (POTABLE: XFD DRIPLINE; NON-POTABLE: XFN DRIPLINE)
  - 3-INCH MINIMUM DEPTH OF 3/8" WASHED GRAVEL
  - BRICK (1 OF 2)
- NOTE:  
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

- NOTES:
- ALL SHRUBS TO RECEIVE ONE (1) XERI-BUBBLER AND ALL TREES TO RECEIVE FOUR (4)
  - DISTRIBUTION TUBING NOT SHOWN ON SHRUBS
  - LEAVE ENOUGH LENGTH ON DIST. TUBING TO MOVE OUTWARD TO DRIP LINE OF PLANT FOR FUTURE GROWTH



Project Name:

Client: City of Fruita  
 Parks and Recreation  
 324 North Coulson Street  
 Fruita Colorado 81521  
 970-858-0360  
 tcasal@fruita.org

Landscape Architect:

NVISION DESIGN STUDIO, INC.  
 677 25 Road Grand Junction, CO 81505  
 Phone: 970.210.2155 Email: rb@nviz.biz  
 Web: www.nviz.biz  
 Landscape Architecture | Visual Simulation | Graphic Design

Registration:

Legend

- PVC BALL VALVE
- 3/4" LATERAL PIPE SIZE (PVC SCHEDULE 40 PIPE)
- 4" PVC SLEEVE
- 1/2" DIST. TUBING RAIN BIRD XERI-BUBBLER EASY FIT FLUSH CAP
- 1/2" RAIN BIRD XF SERIES BLANK TUBING OR EQUAL PLACED UNDER ROCK MULCH - STAKE EV. 10'
- QC QUICK COUPLING VALVE FOR HOSE CONNECTION

ACCEPTANCE BLOCK

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CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

Sheet Title: Fruita Roundabouts Irrigation Plan

Project: Fruita Roundabouts

Date: September 10, 2020

Scale: 1" = 5'

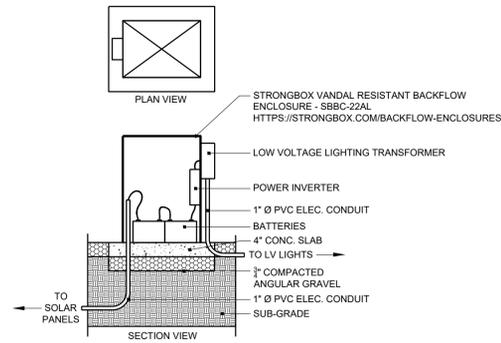
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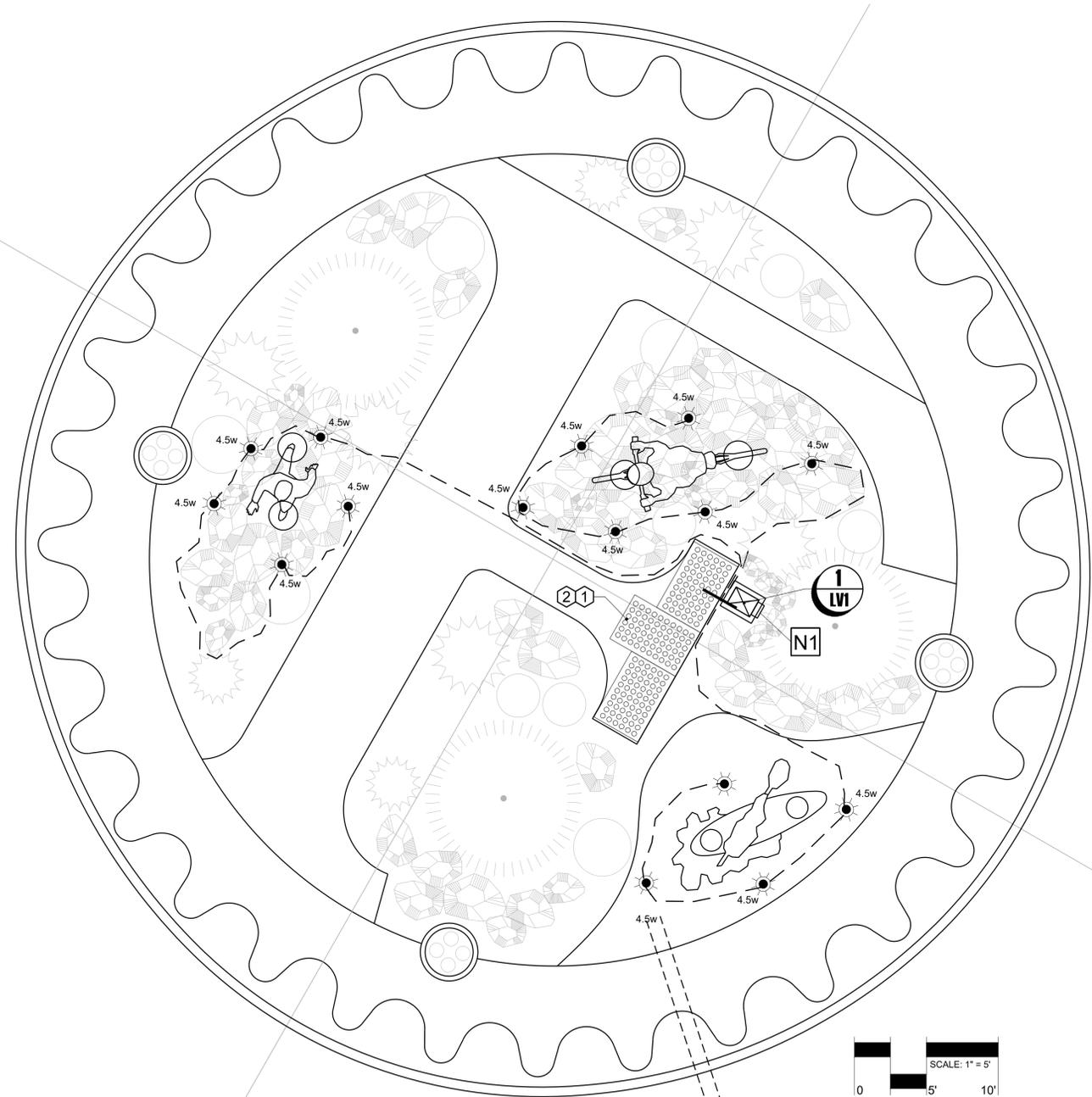
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# Low Voltage Lighting Notes

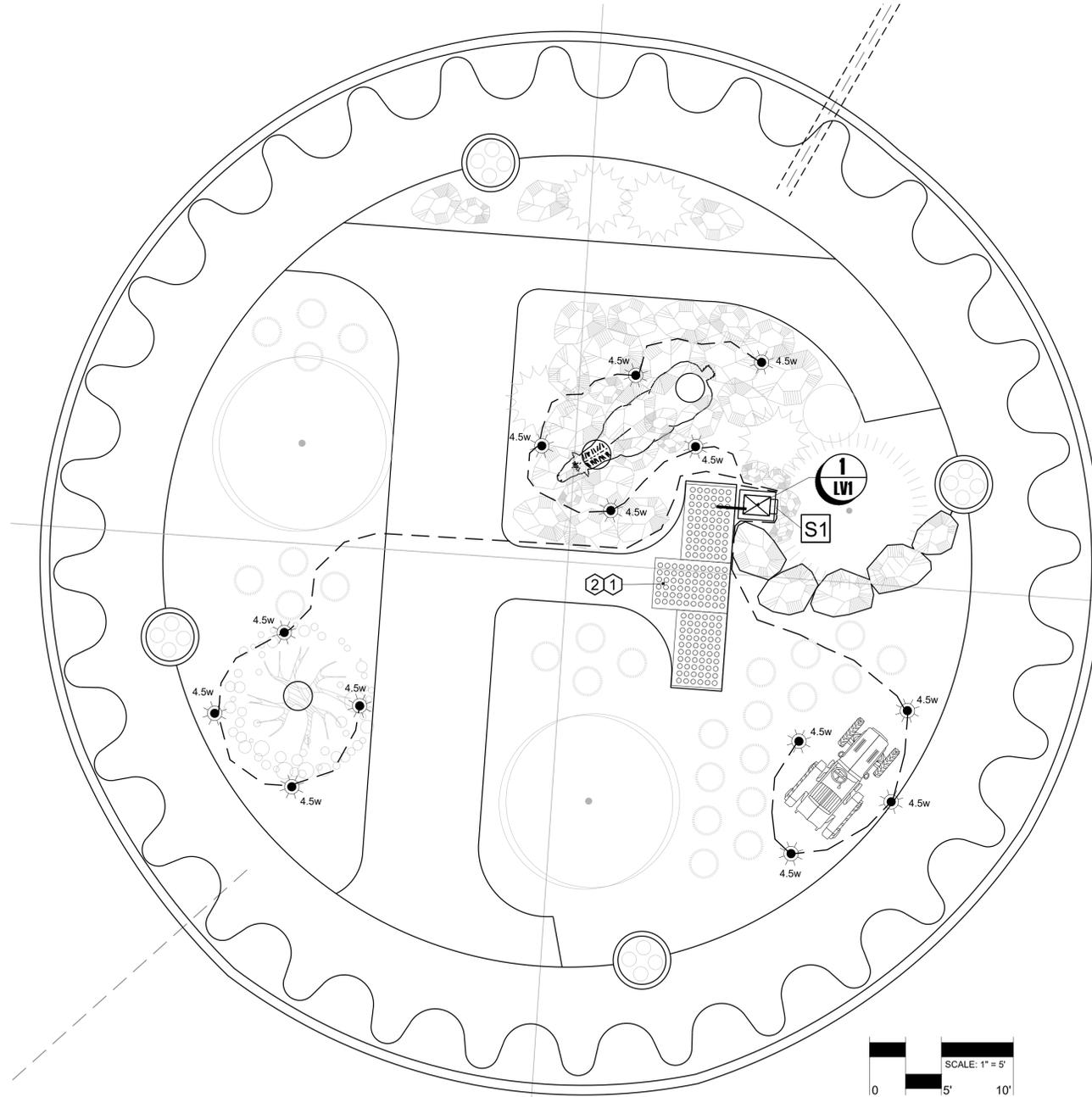
- ALL EXTERIOR ELECTRICAL OUTLETS AND LOW VOLTAGE TRANSFORMERS TO BE INSTALLED 18" ABOVE FIN. GRADE. ALL LINE VOLTAGE WIRE SHALL BE INSTALLED IN 1" SCH. 40 PVC ELECTRICAL CONDUIT AND SECURELY FASTENED TO CABINET WITH APPROPRIATE BRACKETS.
- ALL PATH LIGHT FIXTURES SHALL BE INSTALLED VERTICALLY TRUE AND PLUMB.
- LOW VOLTAGE WIRE SHALL BE BURIED NO DEEPER THAN 6". CABLE BURIED UNDER ROCK MULCH IS ACCEPTABLE AS LONG AS ALL WIRE CONNECTIONS ARE WATER TIGHT AND CABLE IS STAKED TO MINIMIZE THE LOOSENING OF CONNECTIONS.
- THE SPECIFIED LIGHT FIXTURES ARE FOR USE ONLY WITH LOW VOLTAGE LANDSCAPE POWER UNITS THAT DO NOT EXCEED 25 AMPS, 15 VOLT MAXIMUM.
- LUMINAIRES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND LOCAL CODES. FAILURE TO DO SO WILL VOID THE WARRANTY AND MAY RESULT IN SERIOUS INJURY AND/OR DAMAGE TO THE LUMINAIRE.
- SAFETY WARNING: LUMINAIRE CAN BECOME VERY HOT DEPENDING ON LAMP WATTAGE USED. LENS AND METAL AROUND LAMP CAN BECOME HOT ENOUGH TO BLISTER HANDS. PARTICULAR CARE SHOULD BE TAKEN NOT TO LOCATE LUMINAIRES WHERE SMALL CHILDREN CAN REACH THEM IF HIGH WATTAGE LAMPS ARE USED.
- LUMINAIRES ARE NOT TO BE INSTALLED WITHIN 10 FT. (3.05M) OF A POOL OR SPA. SECONDARY CABLE IS NOT TO BE BURIED MORE THAN 6". WHEN USING MULTIPLE LUMINAIRES, LOAD IS NOT TO EXCEED THE TOTAL WATTS OF TRANSFORMER RATING. DO NOT USE EXTENSION CORDS ON POWER UNITS. NOTE: ALWAYS USE UL RECOGNIZED WIRE CONNECTORS FOR CONNECTIONS.
- THE LUMINAIRES ON THIS PLAN IS UL LISTED FOR ABOVE GROUND INSTALLATION ONLY.
- LUMINAIRE MOUNTING:  
TO PREVENT ELECTRICAL SHOCK, DISCONNECT TRANSFORMER FROM ELECTRICAL SUPPLY BEFORE INSTALLATION OR SERVICE. RUN WIRE PIGTAIL FROM LUMINAIRE THROUGH MOUNTING HOLE IN TOP OF GROUND STAKE. THREAD LUMINAIRE INTO THREADED HOLE IN GROUND STAKE. PLACE STAKE IN DESIRED POSITION AND INSERT INTO GROUND UNTIL FLANGE OF STAKE IS FLUSH TO GRADE. STRIP TWO LEADS FROM LUMINAIRE PIGTAIL USING TWO SILICONE FILLED SAFETY CONNECTORS (PROVIDED), CONNECT LEADS FROM LUMINAIRE TO MAIN SUPPLY CABLE LEADS. NOTE: LUMINAIRES ARE SUPPLIED WITH 36" OF 18-2 CABLE PIGTAIL FOR SECURE CONNECTION TO MAIN SUPPLY CABLE. WIRE IS TO BE PROTECTED BY ROUTING IN CLOSE PROXIMITY TO LUMINAIRE. WIRING SHOULD BE BURIED A MAXIMUM DEPTH OF 6 INCHES (15.2 CM) IN ORDER TO CONNECT TO MAIN SUPPLY CABLE. PROVIDE POWER TO LUMINAIRE AND CHECK FOR PROPER OPERATION.



**1 Waterproof Enclosure**  
1/2" = 1'-0"



**NORTH ROUNDABOUT**



**SOUTH ROUNDABOUT**



**Preliminary**  
Not For Construction

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Landscape Architecture | Visual Simulation | Graphic Design

Registration: **Robert A. Breeden**  
LA 462  
03/21/2008  
Original Date of Licensure  
STATE OF COLORADO  
LICENSED LANDSCAPE ARCHITECT

- Legend**
- PV SOLAR PANELS
  - WATERPROOF CABINET (SEE 1/LV1)
  - 12-2 LINE VOLTAGE WIRE IN 1" Ø PVC CONDUIT - INSTALL OVER WEED FABRIC AND UNDER MULCH - STAKE WITH GALV. STAKES EVERY 18"
  - 12 GUA. LOW VOLTAGE CABLE SINGLE CIRCUIT, 2 CONDUCTOR INSTALL OVER WEED FABRIC AND UNDER MULCH - STAKE WITH GALV. STAKES EVERY 10"
  - LIGHT FIXTURE VISTA 2250 ACCENT LIGHT GR-2250-DZ-LED-FT BULB: LED MR-16 LN16-4.5-W-36-LED WATTAGE: 4.5W BEAM SPREAD: 36° WWW.VISTAPRO.COM
  - 4.5w BULB WATTAGE
  - T1 TRANSFORMER VISTA MT SERIES MT-600-SS

- Key Notes**
- ACTUAL NUMBER OF PANELS TO BE DETERMINED BY SOLAR CONTRACTOR
  - GROUND MOUNTING HARDWARE TO BE PROVIDED BY SOLAR CONTRACTOR

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Sheet Title: **Fruita Roundabouts Low Voltage Lighting Plan**

Project: Fruita Roundabouts  
Date: September 10, 2020  
Scale: 1" = 5'

Sheet: **1 LV1**



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Suite 155  
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City Manager  
970-858-3663

City Clerk/Finance  
970-858-3663

Planning  
970-858-0786

Engineering  
970-858-8377

Human Resources  
970-858-8373

Public Works  
970-858-9558

Recreation  
970-858-0360

September 18, 2020

Joel Berschauer  
Region 3 Utility and Special Use Permit Coordinator  
222 South 6th Street, Room 100  
Grand Junction, CO 81501

RE: Hwy. 340 Roundabouts Improvements Project Traffic Control Plan

A traffic control plan will be submitted once a contractor has been selected. In general, the city anticipates that construction in each roundabout will require a 1-lane closure for the interior lane on each roundabout, with flaggers as needed to allow construction vehicle access. Please call or email if you have questions.

Chris Dehmel  
970-858-8377  
970-210-0716



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Recreation  
970-858-0360

September 17, 2020

Joel Berschauer  
Region 3 Utility and Special Use Permit Coordinator  
222 South 6th Street, Room 100  
Grand Junction, CO 81501

RE: Hwy. 340 Roundabouts Improvements Project

In order to provide a more visually attractive entrance to the City of Fruita for motorists, the City is planning to hire a contractor to install landscape improvements in the center islands of both roundabouts at the I-70 interchange here in Fruita in late 2020. These improvements consist of the installation of fill dirt, a drip irrigation system, low-voltage lighting, landscape vegetation and rock, several sculptures and prefabricated metal edging. A more thorough description of each feature and their locations can be found on the plans being submitted with this application.

This application is submitted seeking permission to encroach on the Highway 340 CDOT Right-of-Way (ROW) for the installation, operation and maintenance of proposed improvements. This letter of request, the project plans and a copy of the City's insurance information are attached with the required permit application. A traffic control plan will be submitted once a contractor has been selected.

Please contact me at (970) 210-0716 or the Fruita Engineering Department (970) 858-8377 if you have any questions or need additional information.

Sincerely,

Chris Dehmel  
Project Manager  
City of Fruita  
(970) 858-8377  
(970) 210-0716  
cdehmel@fruita.org



## Fruita Round-a-Bout conceptual beautification plans

18 messages

**Berschauer - CDOT, Joel** <joel.berschauer@state.co.us>

Wed, Mar 11, 2020 at 1:22 PM

To: "Znamenacek - CDOT, Zane" <zane.znamenacek@state.co.us>, "Staley - CDOT, Andi" <andi.staley@state.co.us>, Mark Bunnell - CDOT <mark.bunnell@state.co.us>, John David <john.david@state.co.us>, Kane Schneider <kane.schneider@state.co.us>, Spencer Dickey <spencer.dickey@state.co.us>, Jered Morgan - CDOT

<jered.morgan@state.co.us>, "Beck - CDOT, Rob" <rob.beck@state.co.us>, Alan Clubb <alan.clubb@state.co.us>, Matt Ozanic - CDPS <matt.ozanic@state.co.us>, "Klaetsch - CDOT, Jennifer" <jennifer.klaetsch@state.co.us>

Cc: Joe Carter <joseph.carter@state.co.us>

Hello all,

Attached are the conceptual plans for Fruita's RAB artwork and landscaping design. I will follow our own guidelines for integrating artwork in the ROW. I just need to send this to you all for comments and or concerns. I am excited to see they are finally moving forward with this. If I am forgetting anyone please forward this to them and let me know who I forgot.

Also, these will be issued like the Horizon Drive RAB's wild horse artwork and landscaping, I am assuming the North RAB in Fruita may need input from FHWA, or do we need to include them at all? If so please let me know that I need to send it to Jeff Bellen as well, I am always very unsure of what does and doesn't require their approval when it comes to SUP's. Maybe someone can clarify this for me as well.

Please let me know by Friday March 27th for any input.

Thank you,

Joel Berschauer

Region 3 Utility and Special Use Permit Coordinator



222 South 6th St, Room 100 Grand Junction, CO 81501  
[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)  
<http://www.coloradodot.info/business/permits>  
<https://www.codot.gov/business/permits/utilitiesspecialuse/online-permit-application>

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 **NVIZ-FR-SILVER FINAL 03-06-2020.pdf**  
6815K

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**Carter - CDOT, Joseph** <[joseph.carter@state.co.us](mailto:joseph.carter@state.co.us)>  
To: "Berschauer - CDOT, Joel" <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)>

Wed, Mar 11, 2020 at 1:49 PM

Looks good to me. I don't see anything that raises issues of concern for me.

Thanks.

**Joe Carter, RLA**  
Region 3 Utility Engineering Program Manager



P 970.683.6209 | C 970.986.7328  
[Joseph.Carter@state.co.us](mailto:Joseph.Carter@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)  
222 S. Sixth Street, 3rd Floor, Room 317 Grand Junction, CO 81501

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**Berschauer - CDOT, Joel** <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)>  
To: "Carter - CDOT, Joseph" <[joseph.carter@state.co.us](mailto:joseph.carter@state.co.us)>

Wed, Mar 11, 2020 at 1:52 PM

Thanks

[Quoted text hidden]

[Quoted text hidden]

---

**Znamenacek - CDOT, Zane** <[zane.znamenacek@state.co.us](mailto:zane.znamenacek@state.co.us)>  
To: "Berschauer - CDOT, Joel" <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)>

Wed, Mar 11, 2020 at 1:54 PM

Cc: "Staley - CDOT, Andi" <andi.staley@state.co.us>, Mark Bunnell - CDOT <mark.bunnell@state.co.us>, John David <john.david@state.co.us>, Kane Schneider <kane.schneider@state.co.us>, Spencer Dickey <spencer.dickey@state.co.us>, Jered Morgan - CDOT <jered.morgan@state.co.us>, "Beck - CDOT, Rob" <rob.beck@state.co.us>, Alan Clubb <alan.clubb@state.co.us>, Matt Ozanic - CDPS <matt.ozanic@state.co.us>, "Klaetsch - CDOT, Jennifer" <jennifer.klaetsch@state.co.us>, Joe Carter <joseph.carter@state.co.us>

The aerial view is pretty cool. No comments from me.

Zane

*Zane Znamenacek, PE  
Region 3 Traffic and Safety Program Manager  
970-683-6275*

On Wed, Mar 11, 2020 at 1:23 PM Berschauer - CDOT, Joel <joel.berschauer@state.co.us> wrote:

[Quoted text hidden]

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**Clubb - CDOT, Alan** <alan.clubb@state.co.us>

Wed, Mar 11, 2020 at 2:23 PM

To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>

No Comments.

If I can be of any further assistance, please feel free to contact me.

**Alan Clubb**

Permits Coordinator  
Region 3 Traffic & Safety



P 970.683.6283 | C 970.210.8545 | F 970.683.6290  
222 South 6th Street, Room 100 Grand Junction, CO 81501  
alan.clubb@state.co.us | www.codot.gov | www.cotrip.org

On Wed, Mar 11, 2020 at 1:23 PM Berschauer - CDOT, Joel <joel.berschauer@state.co.us> wrote:

[Quoted text hidden]

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**Ozanic - CDPS, Matt** <matt.ozanic@state.co.us>

Wed, Mar 11, 2020 at 3:47 PM

To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>

Cc: Alan Clubb <alan.clubb@state.co.us>, "Beck - CDOT, Rob" <rob.beck@state.co.us>, Jered Morgan - CDOT <jered.morgan@state.co.us>, Joe Carter <joseph.carter@state.co.us>, John David <john.david@state.co.us>, Kane Schneider <kane.schneider@state.co.us>, "Klaetsch - CDOT, Jennifer" <jennifer.klaetsch@state.co.us>, Mark Bunnell - CDOT <mark.bunnell@state.co.us>, Spencer Dickey <spencer.dickey@state.co.us>, "Staley - CDOT, Andi" <andi.staley@state.co.us>, "Znamenacek - CDOT, Zane" <zane.znamenacek@state.co.us>

Looks good on my end Joel.

[Quoted text hidden]

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**COLORADO**

**State Patrol**

Department of Public Safety

**Captain Matt Ozanic**

Colorado State Patrol Troop 4A

554 Jurassic Court

Fruita, CO 81521

Office (970) 858-2250

Cell (970) 986-9595

---

**Klaetsch - CDOT, Jennifer** <jennifer.klaetsch@state.co.us>

Wed, Mar 11, 2020 at 4:32 PM

To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>

Cc: "Znamenacek - CDOT, Zane" <zane.znamenacek@state.co.us>, "Staley - CDOT, Andi" <andi.staley@state.co.us>, Mark Bunnell - CDOT <mark.bunnell@state.co.us>, John David <john.david@state.co.us>, Kane Schneider <kane.schneider@state.co.us>, Spencer Dickey <spencer.dickey@state.co.us>, Jered Morgan - CDOT <jered.morgan@state.co.us>, "Beck - CDOT, Rob" <rob.beck@state.co.us>, Alan Clubb <alan.clubb@state.co.us>, Matt Ozanic - CDPS <matt.ozanic@state.co.us>, Joe Carter <joseph.carter@state.co.us>

Joel,

No real comments, just a couple suggestions. It says minimal drip system, the trees and even native plants will not survive without water to get established and probably even after that with how hot and windy it can get out there. I would also suggest weed fabric under the mulching, there will be weeds that blow in and will love the water, could help in maintenance...

This will certainly be a big improvement to the dirt a small pile of rocks that are in them right now. :)

Thanks,

Jen

[Quoted text hidden]

--

**Jen Klaetsch**

**Region 3 Landscape Specialist**



**COLORADO**

Department of Transportation

P 970.683.6223 | F 970.683.6227

222 South 6th Street, Room 317, Grand Junction, CO 81501

[jennifer.klaetsch@state.co.us](mailto:jennifer.klaetsch@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

---

**David - CDOT, John** <john.david@state.co.us>

Thu, Mar 12, 2020 at 6:36 AM

To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>

Cc: "Znamenacek - CDOT, Zane" <zane.znamenacek@state.co.us>, "Staley - CDOT, Andi" <andi.staley@state.co.us>, Mark Bunnell - CDOT <mark.bunnell@state.co.us>, Kane Schneider <kane.schneider@state.co.us>, Spencer Dickey <spencer.dickey@state.co.us>, Jered Morgan - CDOT <jered.morgan@state.co.us>, "Beck - CDOT, Rob" <rob.beck@state.co.us>, Alan Clubb <alan.clubb@state.co.us>, Matt Ozanic - CDPS <matt.ozanic@state.co.us>, "Klaetsch - CDOT, Jennifer" <jennifer.klaetsch@state.co.us>, Joe Carter <joseph.carter@state.co.us>

Looks fine to me Joel!

*John David*

*Section 2 Maintenance Superintendent*

*606 South 9<sup>th</sup>*

*Grand Junction Co, 81501*

*[john.david@state.co.us](mailto:john.david@state.co.us)*

*970-683-6304*

*970-250-4656 Cell*



**COLORADO**  
**Department of Transportation**  
Region 3 Section 2

On Wed, Mar 11, 2020 at 1:23 PM Berschauer - CDOT, Joel <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)> wrote:

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**Staley - CDOT, Andi** <[andi.staley@state.co.us](mailto:andi.staley@state.co.us)>

Wed, Mar 18, 2020 at 1:49 PM

To: "Berschauer - CDOT, Joel" <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)>

Cc: "Znamenacek - CDOT, Zane" <[zane.znamenacek@state.co.us](mailto:zane.znamenacek@state.co.us)>, Mark Bunnell - CDOT <[mark.bunnell@state.co.us](mailto:mark.bunnell@state.co.us)>, John David <[john.david@state.co.us](mailto:john.david@state.co.us)>, Kane Schneider <[kane.schneider@state.co.us](mailto:kane.schneider@state.co.us)>, Spencer Dickey <[spencer.dickey@state.co.us](mailto:spencer.dickey@state.co.us)>, Jered Morgan - CDOT <[jered.morgan@state.co.us](mailto:jered.morgan@state.co.us)>, "Beck - CDOT, Rob" <[rob.beck@state.co.us](mailto:rob.beck@state.co.us)>, Alan Clubb <[alan.clubb@state.co.us](mailto:alan.clubb@state.co.us)>, Matt Ozanic - CDPS <[matt.ozanic@state.co.us](mailto:matt.ozanic@state.co.us)>, "Klaetsch - CDOT, Jennifer" <[jennifer.klaetsch@state.co.us](mailto:jennifer.klaetsch@state.co.us)>, Joe Carter <[joseph.carter@state.co.us](mailto:joseph.carter@state.co.us)>

No issues from my end.

Thanks -

Andi Staley, PE  
Traffic Operations Engineer, Region 3 Traffic



P 970.683.6278 | F 970.683.7579  
[andi.staley@state.co.us](mailto:andi.staley@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)  
222 South 6th Street, Room 100 Grand Junction, CO 81501

On Wed, Mar 11, 2020 at 1:23 PM Berschauer - CDOT, Joel <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)> wrote:

[Quoted text hidden]

Wed, Apr 22, 2020 at 12:18 PM

**Schneider - CDOT, Kane** <[kane.schneider@state.co.us](mailto:kane.schneider@state.co.us)>

To: "Berschauer - CDOT, Joel" <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)>, spencer dickey <[Spencer.dickey@state.co.us](mailto:Spencer.dickey@state.co.us)>

Hi Joel,  
How do they plan on getting water to these to irrigate their shrubs? do you know?

Spencer has been contacted by the City about water from the FRA.

Thanks

Kane

Kane Schneider

Deputy Maintenance Superintendent

Region 3 Section 2 Maintenance



P 970.683.6308 | C 970.250.0401 | F 970.683.6340  
606 Sth 9th St, Grand Junction, CO 81501  
[kane.schneider@state.co.us](mailto:kane.schneider@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

On Wed, Mar 11, 2020 at 1:23 PM Berschauer - CDOT, Joel <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)> wrote:

[Quoted text hidden]

**Berschauer - CDOT, Joel** <[joel.berschauer@state.co.us](mailto:joel.berschauer@state.co.us)>

Mon, Apr 27, 2020 at 9:40 AM

To: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>  
Cc: spencer dickey <Spencer.dickey@state.co.us>

They haven't said anything to me about irrigation. I'll ask, I don't believe there are any conduits that were installed in the RAB construction. I remember the City of Fruita wasn't interested in installing any. Imagine that!

[Quoted text hidden]

[Quoted text hidden]

---

**Dickey - CDOT, Spencer** <spencer.dickey@state.co.us>  
To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>  
Cc: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>

Mon, Apr 27, 2020 at 11:12 AM

Joel,

We have a meeting scheduled Wed morning 0830 at the Fruita Welcome Center. Would you like to attend?

Spence

[Quoted text hidden]

--

**Spencer Dickey**  
LTC-Op's John Area  
2330 G Road Grand Junction, CO 81505



P (970) 683-7594 | C (970) 379-2352 | F (970) 683-7583  
[spencer.dickey@state.co.us](mailto:spencer.dickey@state.co.us) | <http://www.codot.gov> | [www.cotrip.org](http://www.cotrip.org)



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**Berschauer - CDOT, Joel** <joel.berschauer@state.co.us>  
To: "Dickey - CDOT, Spencer" <spencer.dickey@state.co.us>  
Cc: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>

Mon, Apr 27, 2020 at 11:15 AM

With who and pertaining to what? Irrigation service to the RAB?

[Quoted text hidden]

[Quoted text hidden]

---

**Dickey - CDOT, Spencer** <spencer.dickey@state.co.us>  
To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>  
Cc: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>

Mon, Apr 27, 2020 at 11:19 AM

City of Fruita and their ideas to access water for the RAB.

[Quoted text hidden]

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Sent from Gmail Mobile

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**Berschauer - CDOT, Joel** <joel.berschauer@state.co.us>  
To: "Dickey - CDOT, Spencer" <spencer.dickey@state.co.us>  
Cc: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>

Mon, Apr 27, 2020 at 11:22 AM

Who is it? Sam Atkins?

[Quoted text hidden]

[Quoted text hidden]

Mon, Apr 27, 2020 at 11:30 AM

**Dickey - CDOT, Spencer** <spencer.dickey@state.co.us>  
To: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>  
Cc: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>

Ture Nycum is the representative from Fruita. I forwarded the related email chain.

Spence

[Quoted text hidden]

Thu, Apr 30, 2020 at 8:45 AM

**Schneider - CDOT, Kane** <kane.schneider@state.co.us>  
To: "Dickey - CDOT, Spencer" <spencer.dickey@state.co.us>  
Cc: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>

Hi Spencer,  
How did your meeting go?

Kane Schneider

Deputy Maintenance Superintendent

Region 3 Section 2 Maintenance



P 970.683.6308 | C 970.250.0401 | F 970.683.6340  
606 Sth 9th St, Grand Junction, CO 81501  
[kane.schneider@state.co.us](mailto:kane.schneider@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

[Quoted text hidden]

Thu, Apr 30, 2020 at 8:51 AM

**Dickey - CDOT, Spencer** <spencer.dickey@state.co.us>  
To: "Schneider - CDOT, Kane" <kane.schneider@state.co.us>  
Cc: "Berschauer - CDOT, Joel" <joel.berschauer@state.co.us>

It went well. Joel was very helpful. Looks like they looked into getting on grand valley irrigation back when Joel was in the FRA. There were no shares available at that time on that particular ditch. Fruita staff is checking to see if there are any available now. Also their need for water is pretty minor. The want to spilt a single 3/4" line of domestic water to a drip system for a dozen low water plants. I asked the to get us some options. We also agreed that any coordination would come with an MOU and would need to delineate costs.

## **2020 Fruita Roundabouts Project**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Fruita, herein after referred to as the "City" or "Owner", and *CONTRACTOR NAME HERE*, herein after referred to as the "Contractor".

### **RECITALS:**

WHEREAS, the City desires to obtain services of a Contractor for the purpose of landscape Improvements through rights-of-way and easements owned by the the Colorado Department of Transportation, and

WHEREAS, this Contract sets forth the Design, Special Provisions, Budget, and List of Submittals, herein after referred to as the "Project", and

WHEREAS, the Contractor is a licensed qualified construction contractor, capable of providing the professional services required, and

WHEREAS, the Contractor is willing and able to provide the Owner with these services, has negotiated acceptable pricing for the project consistent with the Scope of Services, and

NOW THEREFORE, in consideration of the terms of this contract, the parties agree as follows:

### **1. SCOPE OF SERVICES**

- 1.1. The Contractor shall provide to the City the services for the 2020 Fruita Roundabouts Project as defined by the Project Plans and Project Documents which include Bid Schedule, Bid Instructions, Special Provisions, and the 2009 City of Fruita Design Criteria and Construction Specifications Manual, by reference included herein, pursuant to the pricing, representations, and acknowledgements stated in the Contractor's Bid Schedule dated \_\_\_\_\_, 2020.
- 1.2. Such services shall include contracting for, coordinating, and scheduling other Contractors or sub-contractors as needed to accomplish the work described in the Project Plans, Contract Documents including the Special Provisions and the Bid Schedule, irrespective of whether the work performed by these subcontractors are explicitly identified within the proposal.
- 1.3. All engineering work shall be completed by, or under the direct supervision of a Professional Engineer licensed in the State of Colorado.

- 1.4. Specific deliverables, and a schedule for these deliverables, are shown on the Construction Drawings or as described in The Special Provisions.
- 1.5. In case of any conflict between the Contractor's representations and the Project Specifications, the Project Specifications shall control.
- 1.6. Contractor shall be responsible for insuring the safety of the public during the performance of the work, in accordance with the Manual on Uniform Traffic Control Devices and the requirements of the City, and for maintaining access through the area in which the work is to be performed, except as otherwise agreed to or excluded within the drawings, specifications, special provisions, or other contract documents.
- 1.7. The cost of the performance, payment and warranty bonds as described in Section 16.3.8 shall not exceed 2.5 percent of the amount set forth in Section 6.1.

## **2. DELIVERABLES AND SCHEDULE**

- 2.1. All Deliverables shall be submitted to the City as specified in The Special Provisions.

## **3. COMPENSATION**

- 3.1. The Contractor shall be compensated for the services defined in the Scope of Services according to the rate schedules provided by the City Of Fruita, attached hereto and incorporated herein by reference as Bid Schedule. Subcontracting expenses for other professional engineering services, specifically including geotechnical engineering services and surveying services shall be billed and paid at rates not exceeding the rates proposed and submitted by the Contractor. The Contractor is free to select sub consultants, but commits to billing rates not exceeding those submitted as part of the proposal process.
- 3.2. All rates shall be fixed at the rates shown on the Bid Schedule, throughout the original term of this Agreement.
- 3.3. Specific provisions concerning billing rates for travel time, direct costs, and other reimbursable items applicable to this project shall be billed at a rate as shown on the Bid Schedule.
- 3.4. The City agrees to pay, and Contractor agrees to accept, amount for the Scope of Services identified in this contract, as bid by the contractor in the amount of *cost in text* dollars and *cost cents* (\$XXX,XXX.XX).

- 3.5. With the approval of the City of Fruita, compensation for individual task items may exceed the proposed dollar amounts shown on the Bid Schedule, so long as the amount referenced is in the form of approved change orders with appropriate signatures by both parties of this contract.
- 3.6. Additional services or modifications of services and associated adjustments of compensation, which are within the scope of this project, shall be agreed to via a formal written Change Order by the Contractor and City of Fruita, and approved by the Fruita City Manager, (as may be required) prior to execution or performance of the Additional Services.
- 3.7. Material and/or labor costs that exceed the Bid Schedule, use of Alternate Bid Items, or other services / modifications shall be processed by Change Orders and approved by the City of Fruita prior to execution or performance of the Additional Services.
- 3.8. Payment under this Section by the Owner shall be due thirty (30) days from the date of receipt of invoice from the Contractor.

#### **4. REPRESENTATION, DURATION, AND TERMINATION**

- 4.1. In order to induce the City to enter into this Agreement, the Contractor makes the following representations:
  - 4.1.1. The Contractor has familiarized itself with the nature and the extent of the work, the locality, all physical characteristics of the area, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
  - 4.1.2. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
  - 4.1.3. Contractor has given the City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and such documents are acceptable to the Contractor.
- 4.2. The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. Contractor covenants with the City to furnish its best skill and judgment and to cooperate with the City's Project Manager and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient business administration and

superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

- 4.3. The City's Project Manager and point of contact for the purposes of this contract is the following or such other person as the City may designate in writing:

**John Vasey**  
City Project Manager  
325 E. Aspen Ave., Suite 155  
Fruita, CO 81521  
(970) 858-8377

**5. TIME OF COMPLETION, LIQUIDATED DAMAGES, AND INCENTIVES FOR EARLY COMPLETION:**

- 5.1. No work shall be commenced by the Contractor until after a pre-construction meeting of the Contractor, the City Engineer, and other City representatives as appropriate. All work shall be performed Monday through Friday, during daylight hours only, except as agreed to in writing by the City.
- 5.2. Prompt completion of the work is essential to the City. Time is of the essence in all respects regarding this Agreement and the work. Contractor shall carry out construction of the project with all due diligence in compliance with the schedule submitted at the beginning of the project. All construction work shall be substantially complete prior to **Friday January 29<sup>th</sup>, 2021**.

Substantial completion of the work shall be defined by the date in which all deliverables have been accepted and the contractor has completed construction.

Project Final Completion is defined as the Date of Signature of City Engineering on the Notice of Final Acceptance and Warranty of the design phase. Date of Final Completion shall be by **Friday February 12<sup>th</sup>, 2021**, including the installation and testing of all drainage, sewer, irrigation, sidewalk and pavement improvements, as well as final project cleanup, contractor demobilization and removal of any and all traffic control devices.

- 5.3. Liquidated Damages. The City and Contractor agree there will be liquidated damages assessed on this project in the amount of **\$500 per calendar day**. When weather conditions exist such that the Contractor cannot reasonably perform work activities for a given day, the contract time will be extended.

- 5.4. Incentive for Early Completion It is in the best interest of the Contractor to complete the work as early as possible, however there will not be any monetary incentive for early completion.

## **6. PRICE OF WORK.**

- 6.1. The City agrees to pay, and Contractor agrees to accept, in full payment for the performance of this Agreement, *Written Cost Here* dollars and *Cost* cents (\$XXX,XXX.XX).
- 6.2. The amount set forth in Section 6.1 above shall not include the following: costs of delays, rework, overruns, and/or other costs specifically excluded by the drawings, specifications, or other bid documents;

## **7. SCOPE OF PAYMENT.**

- 7.1. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the work and for performing all work contemplated and embraced under this Agreement. Compensation shall also include loss or damage caused by the nature of the work, the action of the elements, or any unforeseen difficulties which may be encountered during the prosecution of the work, for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for any infringement of patent, trademark, or copyright. Compensation shall be for completing the work according to the contract documents. Neither the payment of any estimate or progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material. No funds, payable under this Agreement or any part thereof, shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

## **8. PROGRESS PAYMENTS AND RETAINAGE.**

- 8.1. By the 5th day of each month, Contractor shall submit to the City for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and

accompanied by such supporting documentation as is required by these contract documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the City may require. Materials on hand but not complete in place may not be included for payment at the discretion of the City. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment.

- 8.2. Retainage shall be withheld from a contract exceeding fifty thousand dollars. Notwithstanding the progress payments, it is the intent and purpose of the City to withhold at least five percent (5%) of the contracted amount deducted from each payment to the Contractor as retainage in accordance with Article 91, Title 24, C.R.S.

**9. OWNERSHIP OF PLANS, SPECIFICATIONS, AND DOCUMENTS.**

- 9.1. Except for Contractor's executed set, all of the plans and the contract documents are the property of the City. Contractor shall be provided plans, specifications, permits, and other documents and materials required to perform the work. The plans and specifications are not to be used on other work, and all sets shall be returned to City at the completion or cessation of the work or termination of this Agreement.

**10. NO PERSONAL LIABILITY.**

- 10.1. In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the City, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

**11. OBSERVATION OF ALL LAWS.**

- 11.1. It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the work or the material or equipment used in or upon the site or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract

documents are at variance therewith in any respect, Contractor shall promptly notify the City in writing, and any necessary changes shall be made as provided herein.

**12. AGREEMENT PROVISIONS PREVAIL.**

- 12.1. The intent and purpose of this Agreement and the construction documents is to complement each other; however, the terms and provisions of this Agreement shall prevail regarding differences in, discrepancies with, or conflicts of, terms or provisions contained in other contract documents.

**13. CONTRACTOR'S RESPONSIBILITY FOR WORK.**

- 13.1. Until the final acceptance of the work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by the contract documents, plans, and specifications prior to final acceptance of the work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

**14. TERMINATION OF CONTRACTOR'S RESPONSIBILITY.**

- 14.1. The project will be considered complete when all work has been finished, the final inspection made, and the work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in the surety bond, and except as required in this Agreement and the contract documents regarding the Contractor's guaranty of work.

## **15. INDEMNIFICATION**

15.1. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **16. INSURANCE AND BONDS**

16.1. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

16.2. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

16.3. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

16.3.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws

for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

- 16.3.2. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- 16.3.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- 16.3.4. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 16.3.5. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the

City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 16.3.6. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.
- 16.3.7. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, ' 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.
- 16.3.8. For all contracts exceeding \$50,000 in value, Contractor shall furnish a performance and payment bond, at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the contract documents. Contractor shall also furnish a cash warranty or warranty bond in an amount equal to ten percent of the final Contract value, which shall remain in effect for the duration of the guaranty period provided in Section 19. At the Contractors option, the Performance and Payment bonds may be rolled over and substituted for the Warranty Bond, so long as these bonds remain in effect for the duration of the guaranty period provided in Section 19. If a cash warranty is provided, said cash shall be deposited with the City Clerk during the guaranty period provided in Section 19. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right

to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the City.

- 16.3.9. In addition to the requirements listed above, Contractor shall comply with all insurance conditions that the Colorado Department of Transportation requires for work in a CDOT-controlled right-of-way (see Exhibit B of the Project Special Provisions for more information).

## **17. EVIDENCE OF SATISFACTION OF LIENS.**

- 17.1. Contractor shall provide City with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefore under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor.

## **18. ACCEPTANCE OF WORK.**

- 18.1. No act of the City, or of any representative thereof, either in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the Notice of Final Acceptance and Warranty issued by the City. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

## **19. GUARANTY OF WORK.**

- 19.1. Contractor agrees to guaranty all work under this Agreement for a period of one year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

## 20. DEFAULT / BREACH OF CONTRACT.

20.1. If the Contractor fails to mobilize to the job site, fails to perform work in a continuous and timely manner, performs Work in a manner substantially contrary to the specifications and design drawings, performs additional work without a valid change order or other authorization, performs Force Account work without authorization, fails to obtain necessary permits, is found in violation of any State or Federal environmental law, or fails to maintain a safe work environment, the City may, at its sole option and discretion, find the Contractor in Default and material Breach of this Contract. In such instances, the City shall document to the Contractor the nature of the Breach, and may, at its option, specify a remedy and required timeframe in which to cure the Breach, or may terminate the Contract. If the City chooses to terminate the Contract, the City reserves and retains all rights granted under State Law, and City Ordinances, to withhold payments for completed work, call bonds, hire replacement Contractors, or take other measures deemed in the best interest of the City.

## 21. FINAL APPLICATION FOR PAYMENT.

21.1. After Contractor has completed all such corrections to the satisfaction of Project Manager and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by:

- i. All documentation called for in the Contract Documents, including but not limited to the evidence satisfactory to the City of the continuation of completed operations insurance and any insurance coverage written on a claims-made basis at final payment and one year thereafter;
- ii. The consent of surety to final payment and that the performance bond shall remain in effect throughout the guarantee period;
- iii. Complete and legally effective claim releases signed by all suppliers and subcontractors in the form provided in the Contract Documents certifying that all outstanding claims for payment have been paid. The Contractor shall not receive final payment due under the Agreement until the Contractor obtains and files the foregoing items (i), (ii), and (iii).

21.2. **LIENS:** Colorado Statutes do not provide for any right of lien against public facilities. In lieu thereof, ' 38-26-107, Colorado Revised Statutes, as amended,

provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public work in that final payment may not be made to a Contractor until all such creditors have been put on notice by publication of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims. Pursuant to ' 38-26-107, C.R.S., any supplier may bring a suit and file a notice of lis pendens against the City within ninety (90) days after the date set for final settlement. If any such supplier or person files any such claim and notice of lis pendens, the City shall withhold retained amounts from final payments to the Contractor as are necessary to satisfy fully such claims. References to liens appearing in this Article shall be deemed as references to claims made pursuant to C.R.S ' 38-26-101 et seq. unless the context requires otherwise.

## **22. FINAL PAYMENT AND ACCEPTANCE.**

22.1. If, on the basis of Project Manager's observation of the Work during construction and final inspection, and Project Manager's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Project Manager is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Project Manager will, within FOURTEEN days after receipt of the final Application for Payment, indicate in writing Project Manager's recommendation of payment and present the Application to the City Council for payment. At the same time Project Manager will also give written notice to Contractor that the Work is acceptable. Otherwise, Project Manager will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Upon receipt of the Project Manager's recommendation for payment and the final Application for Payment, the City shall order the publication of Notice of Final Payment as required by C.R.S. ' 38-26-107(1) and shall make final payment in accordance with C.R.S. ' 38-26-107(3).

## **23. DELAYED COMPLETION.**

23.1. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Project Manager so confirms, the City shall, upon receipt of Contractor's final Application for Payment and recommendation of Project Manager, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the City for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required by the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the

Work fully completed and accepted shall be submitted by Contractor to Project Manager with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**24. COSTS AND ATTORNEY'S FEES.**

24.1. In addition to the indemnification provisions of this Agreement and the contract documents, and provided that the City is not in material default of this Agreement or the direct cause of litigation, the Contractor shall be responsible for and pay the City for all of the costs, expenses, and attorneys' fees "including legal assistants fees" related to litigation or other forms of dispute resolution arising out of any matter related to this Agreement, the contract documents, including performance and payment bonds, or the work.

**25. CHANGE ORDERS.**

25.1. The City shall use reasonable efforts to grant or deny change orders within twenty-four hours and not later than seventy-two hours of request of the Contractor. The Project Manager shall be authorized to approve individual change orders which do not exceed \$10,000.00. Any change orders which increase the price of the work above \$10,000.00 shall be approved by the City Manager.

Change Orders must be processed and approved by the City before additional materials, equipment, and / or labor are expended.

**26. NO ASSIGNMENT.**

26.1. This Agreement shall not be assigned by the Contractor without the prior written approval of the City.

**27. GOVERNING LAW.**

27.1. This Agreement shall be deemed entered into in Mesa County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Mesa County in connection with any dispute arising out of or in any matter connected with this Agreement.

**28. SUBCONTRACTING.**

28.1. It is understood and agreed that the employment of the Contractor by the City for the purposes of said project shall be exclusive, but the Contractor shall have the right to employ such assistance as may be required for the performance of

the project. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail involved in the employment of said assistance.

**29. EQUAL OPPORTUNITY EMPLOYER.**

- 29.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 29.2. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

**30. INDEPENDENT CONTRACTOR.**

- 30.1. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed.
- 30.2. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.
- 30.3. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE

INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS  
DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

**31. Illegal alien addendum required in all public contracts for services by house bill 06-1343, enacted by the Colorado General Assembly AND APPROVED BY THE GOVERNOR ON JUNE 6, 2006.**

- 31.1. By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Contractor has participated or attempted to participate in the e-verify program ("Basic Pilot Program") created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security.
- 31.2. Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 31.3. Contractor has verified or attempted to verify through participation in the Basic Pilot Program that the Contractor does not employ any illegal aliens. If Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or work under this Agreement has been completed, whichever is earlier. This requirement shall not apply if the Basic Pilot Program is discontinued.
- 31.4. Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.
- 31.5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 31.6. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).
- 31.7. If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.

DRAFT

By their signatures, the parties agree to the terms of this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF FRUITA, OWNER**

By \_\_\_\_\_  
Michael Bennett  
City Manager

Attest: \_\_\_\_\_  
Margaret Sell  
City Clerk

**Contractor name here, CONTRACTOR**

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
 )ss  
COUNTY OF MESA )

The above and foregoing signature of \_\_\_\_\_ was subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.

My commission expires of: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

\_\_\_\_\_