



**Mt. Crested Butte  
Signage & Wayfinding  
Phase 2 Sign  
Fabrication and  
Installation Project:  
Bidding Resources**

January 2024



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

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**NOTE: The Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project is provided as a separate document**

## INVITATION TO BID

**PROJECT:** Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project

**SCOPE:** Fabricate and install wayfinding signs within the Town of Mt. Crested Butte. This project is for Phase 2 only of the Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project (dated January, 2024), and includes twelve (12) signs, with the sign installations concentrated in the downtown ski base area. The Phase 2 Project entails the fabrication and installation of THREE sign types, including: Destination (D = 8 Signs), Destination Building Mounted (DB = 3 Signs), and Destination Building Mounted Town Hall (DBTH = 1 Sign).

### Phase 2 Sign Types and Functions:

- **Destination (D) – Dark Blue Colored:** Used to Identify the Sign Wayfinding End-Point Destination, and Located Along Roadways
- **Destination Building Mounted (DB) – Dark Red Colored:** Used to Identify the Sign Wayfinding End-Point Location, with Sign Attached to a Building/Structure.
- **Destination Building Mounted Town Hall (DBTH) – Dark Red Colored:** Used to Display the Town Logo on the Town Hall Building Pediment.

### Phase 2 Tasks:

**Task A: Signage Fabrication:** This project task involves developing the fabrication plans for manufacturing each of the twelve (12) Phase 2 signs, as specified per the Bid Documents, Contract provisions, and Town Code.



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- Task A.1:** Town and Contractor Project Coordination and Meetings
- Task A.2:** Prepare Sign Manufacturing Report Specifications
- Task A.3:** Prepare Sign Shop Drawings (stamped engineering drawing set)
- Task A.4:** Signage Fabrication - Directional (D)
- Task A.5:** Signage Fabrication - Directional Building Mounted (DB)
- Task A.6:** Signage Fabrication - Directional Building Mounted (DBTH)
- Task A.7:** Prepare Maintenance/Warranty Plan for Town
- Task A.8:** Sign Handling, Shipping/Transport Delivery to Town

**Task B: Signage Installation:** This task involves installing each of the twelve (12) Phase 2 signs within the Town of Mt. Crested Butte, as specified per the Bid Documents, Contract provisions, and Town Code.

- Task B.1:** Town and Contractor Project Coordination and Meetings
- Task B.2:** Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)
- Task B.3:** Coordinate Utility Locates
- Task B.4:** Electrical Connections (coordinate with GCEA and local electrician)
- Task B.5:** Arrange/Implement Traffic Safety Control
- Task B.6:** Install Signage/Foundation/Bollard - Directional Signs (D)
- Task B.7:** Install Signage/Attachments - Directional Building Mounted Signs (DB)
- Task B.8:** Install Signage/Attachments - Directional Building Mounted Signs (DBTH)
- Task B.9:** Remediation of Sign Construction Disturbance
- Task B.10:** Conduct Project QC Inspections, Punchlist Items, and Final Project Closeout

The Town of Mt. Crested Butte, Colorado will receive sealed Bids for "Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project " until 2:00 P. M. MST on the Wednesday, February 7, 2024.

**Bids may be submitted via one of the following methods:**

**'BidNet':** Response to the solicitation on Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com))

**Email:** Email to the Project Manager Jeffrey Smith [jsmith@mtcb.colorado.gov](mailto:jsmith@mtcb.colorado.gov) and Project Consultant Kristin Cypher at [kristin.cypher@mbakerintl.com](mailto:kristin.cypher@mbakerintl.com)

**Late bids will not be accepted or considered**

The Bidding Documents are available on [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Interested bidders are responsible for verifying receipt of all applicable documentation, including any associated addenda. The Town of Mt. Crested Butte cannot guarantee accurate information obtained from sources other than BidNet.



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## SCHEDULE OF ACTIVITIES (subject to change)

Event	Date
Invitation to Bid	Thursday, January 18, 2024
Mandatory Virtual Pre-Bid Conference	Monday, January 22, 2024 (11:00 AM Mountain Time)
Deadline for Questions	Wednesday, January 31, 2024 (5:00 PM Mountain Time)
Final Addendum Issued	Monday, February 5, 2024 (5:00 PM Mountain Time)
Bid Proposals Due / Opening (virtual)	Wednesday, February 7, 2024 (3:00 PM Mountain Time)
Bid Proposal Evaluation / Interviews	Wednesday, February 21, 2024
Bidder Selection / Notice-of-Award	Friday, March 8, 2024
Contract Execution / Notice to Proceed	Monday, March 25, 2024
Pre-Construction Meeting / Site Walk	Friday, April 5, 2024 (weather dependent)
Completion of Sign Shop Drawings	Friday, May 17, 2024
Completion of Sign Fabrication	Friday, June 28, 2024
Completion of Sign Installations	Friday, August 30, 2024

**A MANDATORY PRE-BID CONFERENCE** will be held **VIRTUALLY** at **11:00 A. M. MST on Monday, January 22, 2024**. The meeting will be held via Zoom:

Video call link: <https://us06web.zoom.us/j/83371883959?pwd=QUdXV1NrWVpkr3RjY3Y5UU11dEJIUT09>

Meeting ID: 833 7188 3959

Passcode: 521968

Or dial: (US) +1 720 707 2699 US (Denver)

Find your local number: <https://us06web.zoom.us/j/kc5jWQM5F>

Contact the Project Manager if you anticipate issues with the virtual Zoom meeting options.

Voting preferences regarding a site walk will be gathered during the Pre-Bid Conference. Alternatively, proposing firms are expected to visit the project site and use the written inquiry opportunities to obtain sufficient information to prepare a competitive bid. Prospective offerors may submit written inquiries concerning the requirements of this solicitation to Jeffrey Smith, via BidNet or e-mail ([jsmith@mtcb.colorado.gov](mailto:jsmith@mtcb.colorado.gov)), before the Deadline for Questions listed above.



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Bids will be opened and publicly read aloud during a VIRTUAL Bid Opening meeting at 3:00 P.M. (MST) on Wednesday, February 7, 2024. The Town will use the Zoom conferencing platform. Bidders can join the meeting via video call or phone call:

Video call link: <https://us06web.zoom.us/j/83371883959?pwd=QUdXV1NrWVpkR3RjY3Y5UU1dEJIUT09>

Meeting ID: 833 7188 3959

Passcode: 521968

Or dial: (US) +1 720 707 2699 US (Denver)

Find your local number: <https://us06web.zoom.us/j/kc5jWQM5F>

Contact the Project Manager if you anticipate issues with the virtual Zoom meeting options.

The successful Bidder shall provide the Town with a Certificate of Insurance naming the Town of Mt. Crested Butte as an additional insured for all policies required in the General and Special Conditions, and with proof of Workers' Compensation coverage.

If awarded the Bid, a Performance Bond and a Labor and Material Payment Bond are required, each for the total amount of the Contract Price.

No Bidder may withdraw a Bid for a period of thirty days after the date fixed for opening the Bids.

The Town of Mt. Crested Butte reserves the right to cancel this Invitation to Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received, when it is in the Town's best interest to do so.

TOWN OF MT. CRESTED BUTTE

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Jeffrey Smith, Project Manager





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## INSTRUCTIONS FOR BIDDERS

### SUBMISSION OF BIDS

Sealed Bids will be received by the means listed in the Invitation to Bid. Timely delivery of Bids is the Bidder's responsibility and Bids received after the time and date indicated in the Invitation to Bid will not be accepted.

Oral, hand delivered, telephone or fax Bids are invalid and will not receive consideration. On occasion, an exception to this procedure may be made. The Project Manager may make an exception under extreme circumstances, in the Manager's sole discretion.

No Bid alterations or interlineations will be permitted, unless made before submission and initialed and dated. If initialed, the Town may require the Bidder to identify the alteration so initialed.

### BIDDING DOCUMENTS

The following documents constitute the Bidding Documents for this project:

1. Invitation to Bid
2. Instructions for Bidders
3. Bid Guarantee
4. Bidder's Qualifications and Data
5. Subcontractors and Related Data
6. Bid Proposal
7. Bid Schedule
8. Specifications and Special Provisions
9. Drawings/Plans/Designs
10. Google Earth Project File (cloud-based)
11. Construction Contract Template
12. General Conditions
13. Special Conditions
14. Addenda (if any; upon issuance)

The Bidder will download the Bidding Documents as directed in the Invitation to Bid. All forms associated with, bound with, or attached to the Bidding Documents are a necessary part thereof and must not be detached.

The Bidding Documents will state the location and description of the proposed Work and will show the estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, the amount of the Bid Guarantee (which must accompany the Bid) and the date and time of the opening of the Bids. It will also state any special provisions or requirements, which vary from or are not contained in the General Conditions.



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## ADDITIONAL BID DETAILS

**Persons Submitting Bids:** Each Bid must contain the full name(s) and U.S. Postal Service mailing address of the Bidder(s), and any person signing any Bid as agent of another, or of a firm, must furnish legal evidence of authority to do so.

A person who submits a Bid and affixes "President," "Secretary," "Agent," or other designation to his or her signature, without disclosing the principal, may be personally held to the Bid.

The Town will not consider more than one Bid from an individual, firm, partnership, or corporation under the same or different names. Evidence that any Bidder is interested in more than one Bid for the same work will be cause for rejection of all such Bids. Collusion between the Bidders will be considered sufficient cause for the rejection of all affected Bids. A party quoting prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a direct Bid on the Bidder's own behalf.

**Bid Pricing:** All prices shall be stated in words and numbers except where the forms provide for numbers only. Use of the provided bid schedule in MS Excel spreadsheet format is acceptable.

**Unit Price Bid Schedule:** When the Town requests Unit Prices, the Bidder shall fully complete the schedule of unit prices included in the bid schedule.

When the Town includes an additional amount on the bid schedule for minor contract revisions and the Town has estimated bid quantities on the schedule, bidders shall include that additional amount in the total Bid price.

The total of all the unit prices bid multiplied by the estimated quantity of each item shall be the total Bid price. The Town will pay for the final measured, used, or delivered quantities at unit prices in the Bid.

**Discrepancies:** In the event of a difference between extended price and unit price of the bid schedule, **the unit price governs.**

**Modifications:** Modifications to Bids already submitted will be allowed if received prior to the time specified in the Invitation to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bids. The modifications shall be submitted via BidNet or in writing and shall be signed in the same manner and by the same person(s) who signed the Proposal.

**Withdrawal of Proposal:** A Bidder may withdraw a Bid at any time prior to the time Bids are to be opened, via BidNet or by written request of the Bidder. Any such request shall be signed in the same manner as, and by the same person(s) who signed the Bid Proposal.

**Alternate Bids:** Whenever Alternate Bids are called for specifying the use of several different classes of materials or types of improvements for the same work, all Bidders are requested to submit prices for use of each of the several classes of materials or



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types of improvements as specified. The material to be used or the type of improvement to be adopted will be selected by the Town after the Bids have been opened and read. Unless otherwise specifically provided in the specifications for the improvement, Bids shall be made upon each and every item shown on the blank Bid Schedule.

**Variation in Estimated Quantities:** The Contractor must reasonably expect a variation in the estimated quantities from the actual quantities and no claims will be allowed for anticipated profits, for loss of profits or for damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Town reserves the right to eliminate items from the Bid Schedule when the Town deems it in its best interest.

**Cost of Bid Preparation:** The total cost of bid preparation and submission shall be assumed by the Contractor.

**Taxes:** The Town of Mt. Crested Butte is exempt from paying sales or use taxes. Materials and equipment purchased solely for Town projects, that will become a permanent part of the final project, are tax exempt. The Town will furnish its tax-exempt number, in lieu of requiring the Contractor and subcontractors to obtain their own certificates of exemption from the Colorado State Department of Revenue. Contractors and all subcontractors purchasing materials tax exempt must disclose the nature of the Town's project, the Town's purchase order, and then provide the Town's tax-exempt number to the supplier.

## **FAMILIARIZATION WITH THE WORK AND SITE CONDITIONS**

Before submitting Bids, prospective Bidders shall familiarize themselves with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with requirements of the Contract and otherwise satisfy themselves as to the expense and difficulties attending performance of the work. The submission of a Bid constitutes a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

**Site Conditions:** Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and sub-surface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedures necessary for maintenance of uninterrupted operation of existing sewers and other utilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of Bids.

## **REQUESTS FOR EXPLANATION**

Bidders should immediately notify the Town of any discrepancies in or omissions from the Drawings or Specifications, so that the Project Manager can publish an Addendum in response. Any Bidder may submit a written request for explanation or correction of any part of the Bidding or Contract Documents, as directed in the Invitation to Bid. Questions and points of clarification are requested to be submitted via BidNet or email when possible. The deadline for submitting such requests is detailed in the Invitation to Bid and/or Special Conditions. The Project Manager will also field phone calls, but written communication is preferred. Oral explanations and interpretations made prior to the Bid Opening will not be binding.





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## **ADDENDA**

Any explanations or corrections to the Bidding Documents shall be furnished to all Bidders as Addenda via BidNet and the Town's website. Final Addenda issuance shall be as directed in the Invitation to Bid and/or the Special Conditions. All Bidders shall acknowledge receipt of Addenda in the Bid Proposal form.

If there is to be a postponed Bid Opening, this will be communicated on BidNet as an Addendum (and an automatically generated notification will be sent to all who downloaded the original Bidding Documents).

## **BID GUARANTEE**

Each Bid shall be accompanied by a Bid Guarantee (or a Bid Bond) as in the amount of five percent (5%) of the Total Amount of the Bid. No Bid will be considered unless accompanied by the Bid Guarantee. No personal or business checks will be accepted as Bid Guarantees.

When Alternate Bids are called for, providing for the use of several different classes of materials or types of improvements for the same work, one Bid Guarantee in the amount of five percent (5%) of the total amount of the highest Bid will be sufficient for all Bids.

The Bid Guarantee of the Bidder(s) to whom a contract award is made may be returned when the successful Bidder executes a contract and files a Labor and Material Payment Bond, a Performance Bond, and any other documents required by the Notice of Award. The Bid Guarantee of the next three ranked responsible Bidders may be retained for a period not to exceed 45 days and may be returned after the execution of the Construction Contract and bonds by the successful Bidder. The Bid Guarantee of all other Bidders may be returned after the contract is awarded. However, Bid Bond surety forms provided with the Bid will not be returned unless specifically requested by the Bidder. Certified Checks (or other forms of bid securities used as Bid Guarantees) may be returned immediately following the Bid Opening, at the discretion of the Project Manager, to those who are not apparent low Bidders.

If the successful Bidder fails to enter into a contract according to the Bidder's accepted Bid or fails to furnish the required bonds within ten calendar days from Notice of Award, or by such time as modified by Special Conditions, the Bid Guarantee shall be forfeited to the Town of Mt. Crested Butte as liquidated damages.

The next responsible Bid shall then be considered the successful Bid and, at the discretion of the Town, the contract may be awarded to the Bidder submitting that Bid.

## **BONDS**

Bonds shall be executed on a form acceptable to the Town, as specified in the General Conditions, by a corporate bonding company licensed to do business in the State of Colorado and acceptable as Surety to the Town. The forms must be countersigned by the Colorado agent.

A "Power of Attorney" authorizing the attorney-in-fact to bind the Surety company and certified to include the date of the bond shall accompany the bond.



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The Performance Bond and Labor and Material Payment Bond must remain in full force and effect during the entire period of the guarantee.

The successful Bidder shall give a Performance Bond equal to the amount of the Contract Price. The Performance Bond shall guarantee: (a) the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition and part thereof, according to the true intent and meaning of the Contract Documents, as defined in the Contract and (b) the repair or replacement where required, or the cost thereof, for a period of two years after the issuance of the Notice of Construction Acceptance or until all warranty work is completed, whichever occurs last, of all work performed under the Contract.

A separate Labor and Material Payment Bond equal to the amount of the Contract Price is required to ensure the payments of laborers, materialmen, suppliers, and subcontractors in connection with the work performed under the Contract and to satisfy the requirements of §38- 26-105 and 38-26-106, C.R.S., as amended.

The Town of Mt. Crested Butte reserves the right to waive bond requirements if permitted by statute. In the event the Performance or Labor and Material Payment Bonds are waived, cost of the bonds shall be reflected as a deduction from the total Bid Price, when so indicated on the Bid Form. There will be a Unit Price deduction for the waiver indicated on the Bid Schedule, when necessary.

## **OPENING OF BIDS**

Bids will be opened publicly and read aloud virtually at the time, date, and place set in the Invitation to Bid. Bids received after the time specified in the Invitation to Bid shall be returned unopened. Bid openings will be public and all Bidders are welcome to attend the virtual opening. Bidders or their authorized agents are invited to examine any Bid after opening.

## **EXAMINATION OF BIDS**

All Bids submitted shall be made available for examination by interested parties within a reasonable time following the Bid Opening. **All information in the submitted Bid will be available for public scrutiny, unless the Bidder specifically requests confidential treatment of some or all of its commercial data.** Requests for confidentiality shall be in writing, and the portions of the commercial data for which confidentiality is requested shall be clearly identified.

Procurement information shall be a public record to the extent provided by Article 24.72, C.R.S., as amended, and shall be available to the public as provided in the statute.

The Final Bid Price and the means by which that price was determined are not commercial data and may not be included in any request for confidentiality.



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## EVALUATION OF BIDS

**Town Discretion:** The Town reserves the right to cancel the Invitation to Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.

The Town of Mt. Crested Butte reserves the right to accept the Bid which in the opinion of the Town will best suit the Town's purpose. This may not be the lowest bid received.

Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated. The Bidder shall furnish a complete statement of the Bidder's experience and of the amount of capital and equipment available for the proposed work on the Bidder's Qualification and Data form.

**Irregular Bids:** Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternate Bids, or irregularities of any kind which, in the opinion of the Town, tend to make the Bid indefinite or ambiguous. The Town will reject bid schedules with prices which are obviously unbalanced, in the Town's determination.

**Collusion:** Bids will be rejected if there is reason for believing that collusion exists among the Bidders. Participants in such collusion are subject to suspension and debarment.

**Pre-Qualification of Bidders:** For certain projects, the Town may require potential bidders to submit information regarding the bidders' qualifications in addition to the Bidder's Qualification and Data. The requirement for such information will be identified in the Invitation to Bid or elsewhere in the Bid Documents. Any information requested by or on file with the Town may be used to qualify or disqualify potential bidders.

**Prior to the Award of Contract, the Town will notify the Bidder in writing if the Town, after due investigation, has reasonable objection to any person or organization on such list.** If the Town, in its sole discretion, has a reasonable objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder shall submit an acceptable substitute Subcontractor, at no additional cost to the Town.

## BID PROPOSAL EVALUATION CRITERIA

Selection Criteria	Evaluation Percentage
Project Team Capabilities	30%
Project Team Commitment	30%
Costs	25%
Project Team Similar Experiences/References	15%



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## **AWARD OF CONTRACT**

Any or all Bids may be rejected or informalities in bids may be waived at the option of the Town.

The award of the Contract is contingent upon securing an acceptable Bid which will fall within the amount of funds available for construction of the project, or the acquisition of contracted services.

A Bid may be rejected if, in the judgment of the Town, the Bidder does not comply with or meet the criteria defined in one or more of the following factors:

1. The ability, capacity and skill of the Bidder to perform the Contract or provide the services required.
2. The ability of the Bidder to perform the Contract or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder, to be determined at the sole and absolute discretion of the Town.
4. The quality of performance on previous Town contracts or services. Failure on the part of any Bidder to carry out a previous contract satisfactorily shall be deemed sufficient cause for disqualification. Provided references will be contacted.
5. The experience of the Bidder and the availability of equipment necessary to complete the current project. Sufficient cause for disqualification of the Bidder will exist if, in the Town's opinion, the Bidder does not have adequate experience or equipment to properly perform the Work under the Contract.
6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
9. Debarment or suspension pursuant to a prior Town determination.

## **ACCEPTANCY OF BIDS AND ITS EFFECT**

The Town will act upon the Bids with reasonable promptness after the opening of the Bids. The acceptance of a Bid will be a written Notice of Award signed by the duly authorized representative of the Town. No other act of the Town shall be necessary to constitute acceptance of a Bid. The acceptance of a Bid binds the successful Bidder to execute the required Construction Contract and take all action necessary to fulfill the Contract.

## **REQUIREMENTS FOLLOWING NOTICE OF AWARD**

The successful Bidder shall, within ten calendar days of receiving the Notice of Award, or by such time as modified by the Special Conditions, execute the Construction Contract and furnish the Performance Bond and the Material and Labor Payment Bond. Acceptance of the Contract shall be subject to approval by the Town.

Unless previously requested or waived by the Project Manager, the successful Bidder shall also submit the following information to the Town's Project Manager within ten calendar days of receiving the Notice of Award:



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1. A designation of the work to be performed by the Bidder with the Bidder's own forces.
2. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
3. A proposed schedule of construction and estimated monthly payments.
4. The Bidder will be required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trade.
5. Certificate(s) of Insurance naming the Town of Estes Park as an additional insured for all policies required in the General and Special Conditions, and with proof of Workers' Compensation coverage.

## **DAMAGES FOR FAILURE TO EXECUTE**

Any Bidder whose Bid is accepted will be required to execute the Contract and furnish the Performance Bond and Material and Labor Payment Bond within ten days after written notice that the Contract has been awarded to the Bidder, or by such time as modified by Special Conditions. Failure to do so shall constitute a breach of the Contract effected by the acceptance of the Bid.

The damages to the Town for such breach will include loss from interference with the construction program and other items, the monetary values of which will be difficult or impossible to quantify. Where required, the amount of the Bid Guarantee accompanying the Bid shall be retained by the Town as reasonable liquidated damages and not as a penalty for such breach.

The Town is authorized, the same as if the Bid Guarantee or Bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work in-house, or contract with some other Contractor to do so, and/or compute the difference between actual cost to the Town of such improvements and the sum which it would cost if the defaulting Bidder complied with the Bid.

## **RIGHT TO INSPECT**

The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Bidder or the Bidder's subcontractors at any tier which is pertinent to the performance of the award of the Contract.

## **BID PROCESS SUBJECT TO PURCHASING CODE**

Bidding shall be conducted subject to state statutes and the Town of Mt. Crested Butte Municipal Code and ordinances.

## **LAWS TO BE OBEYED**

Bidders shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

## **EQUAL OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender identity, sexual orientation, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. The Contractor shall abide by all federal laws in effect during the Contract period which govern Equal Opportunity Employment.



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## **LOCAL LABOR AND MATERIALS**

Preference shall be given to employment of Colorado labor pursuant to §8-17-101 and 102, C.R.S., as amended.

Pursuant to statutory authority, preference shall be given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitor outside the state (§8-18-101 through 103, C.R.S., as amended).

## **TIME OF COMPLETION**

TIME IS OF THE ESSENCE and the Bidder agrees to complete the project within the stated time, as defined in the Construction Contract. The Bidder also agrees to comply with all completion dates specified in the Bidding and Contract Documents.





# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## BIDDER'S QUALIFICATIONS AND DATA

The signatory of this Statement guarantees the truth and accuracy of all statements and of answers to all questions herein. All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information. Failure to complete and return this Statement may render a bid non-responsive.

Name of Bidding Firm: \_\_\_\_\_  
Main Office Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_

The Bidder is organized as a (corporation/partnership/other): \_\_\_\_\_  
In the state of: \_\_\_\_\_  
Bidder's federal tax identification number (TIN): \_\_\_\_\_

General character of work performed by your organization and brief history of operations:

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Does your firm have an officer, director, or agent or is also an officer or employee of the Town of Mt. Crested Butte?  
YES ☐ NO ☐

Are there any Town of Mt. Crested Butte agents of employees who own, directly or indirectly an interest in the bidder's firm or any of its branches?  
YES ☐ NO ☐

Bonding Limit: \$ \_\_\_\_\_  
Bonding Company: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_

The Town has a right to request financial statement(s) and other relevant information. Are you willing to submit such information at the Town's request?  
YES ☐ NO ☐

Submitted By: \_\_\_\_\_  
Date: \_\_\_\_\_



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

(Person Submitting Bid)

## QUALIFICATIONS

How many years have you been in business under your present firm or trade name? \_\_\_\_\_

Under other names? \_\_\_\_\_

Have you or your organization, or any office or partner thereof, failed to complete a contract?

YES ☐ NO ☐

Within the last five years, has your organization been assessed liquidated damages for failing to complete a contract within the time specified?

YES ☐ NO ☐

Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five years?

YES ☐ NO ☐

Does your organization have any outstanding judgments, demands, or liens resulting from violating State Labor laws, Colorado Revised Statutes, Civil or Criminal decisions?

YES ☐ NO ☐

Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors or suppliers for work completed?

YES ☐ NO ☐

Has your organization been cited for violations of OSHA standards and requirements within the past five years?

YES ☐ NO ☐

Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency?

YES ☐ NO ☐

Have you ever been debarred or suspended by a government from consideration for the award of contracts?

YES ☐ NO ☐

**Please explain all questions answered "yes" in the section above on a separate sheet of paper. Include where and why, if applicable.** Note that your answers do not necessarily disqualify your bid. For example, it is not uncommon for contractors of large projects to be charged liquidated damages in certain cases.



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## FIRM BACKGROUND AND EXPERIENCE

Total number of employees: \_\_\_\_\_

Total number of licensed professionals: \_\_\_\_\_

**Proposed Superintendent:** \_\_\_\_\_

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

Relevant degrees and/or certifications: \_\_\_\_\_

## Principals

List directors, officers, owners, managerial employees, or partners, and identify the ownership interest of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Experience

List the experience of the principal members of your organization. If preferred, resumes may be submitted in lieu of form entry

Name: \_\_\_\_\_

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

Background/Years of Experience: \_\_\_\_\_

Relevant degrees and/or certifications: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

Background/Years of Experience: \_\_\_\_\_

Relevant degrees and/or certifications: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

Background/Years of Experience: \_\_\_\_\_

Relevant degrees and/or certifications: \_\_\_\_\_

\_\_\_\_\_



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

Advertisement Date: 01.18.2024  
Bid Opening Date: 02.07.2024

**Similar Projects**

List three projects of similar scope and budget to this project that your organization has performed work on:

Project Name:

Cost:

Location:

Reference Name:

Phone:

Project Name:

Cost:

Location:

Reference Name:

Phone:

Project Name:

Cost:

Location:

Reference Name:

Phone:

**Contract(s) on Hand**

List projects your organization is undertaking that will be concurrent with the Town's bid schedule. Include the anticipated completion date.

Project Name:

Schedule

Cost:

Location:

Subcontractor or Prime:

Completion Date:

Project Name:

Schedule

Cost:

Location:

Subcontractor or Prime:

Completion Date:



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized, please provide the following information (use additional sheets as necessary). Please indicate what percentage of the Work to be assigned.

Firm Name: \_\_\_\_\_

Town Business License #: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

Percentage (%): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Town Business License #: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

Percentage (%): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Town Business License #: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

Percentage (%): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Town Business License #: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

Percentage (%): \_\_\_\_\_

Firm Name: \_\_\_\_\_

Town Business License #: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

Percentage (%): \_\_\_\_\_



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## BID PROPOSAL

**PROJECT: Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project**

In compliance with the Invitation to Bid, and subject to all conditions thereof, the undersigned: [Select one]

**[Enter name if corporation]** \_\_\_\_\_

a corporation incorporated in the State of \_\_\_\_\_

**OR**

a partnership or limited partnership, registered in the State of \_\_\_\_\_

whose general partner(s) is/are: \_\_\_\_\_

**[Enter name(s) of partner(s) if partnership]** \_\_\_\_\_

**OR**

a sole proprietor, whose trade name is \_\_\_\_\_

**[Enter if sole proprietor]** \_\_\_\_\_

based in the Town/City of \_\_\_\_\_

State of \_\_\_\_\_

offers this Bid Proposal for the construction of all items listed at the prices shown on the following bid schedule.

(The attached bid schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional).

The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bid, Instructions for Bidders, Construction Contract, General Conditions, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bid and Instructions for Bidders.





# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

The undersigned Bidder agrees to execute the Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten calendar days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:  
**[Enter name and address of surety]** \_\_\_\_\_

The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the bid schedule, irrespective of whether it is named in the schedule.

Payment for the Work performed will be according to the bid schedule, subject to changes as provided in the Contract.

The undersigned Bidder hereby acknowledges receipt of addenda numbers \_\_\_\_ through \_\_\_\_ **[Enter addenda numbers]**  
**Initials** \_\_\_\_\_

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work, the Bidding Documents and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

**(The approximate quantities of Work to be completed in-place under the Contract are identified in the bid schedule and are for the purpose of comparing Bids. These quantities have been Town of Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract).**

The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Extensions of time may be made if mutually agreed upon.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Mt. Crested Butte in verification of the recitals in this statement.



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

This proposal is submitted by:

[Enter Bidder name] \_\_\_\_\_

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

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

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

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. (If by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of person as an executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such officer or officers as the President or other officers of such corporation, naming it.)

Witness my hand and official seal.

My Commission \_\_\_\_\_

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



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## BID FORM

<b>PROJECT NUMBER</b>	TBD	<b>PROJECT NAME</b>	The Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project
<b>Bid Advertisement Date</b>	01.18.2024	<b>Bid Opening Date</b>	02.07.2024

Task #	Pay Item #	Description	Quantity	Unit	Unit Value in \$	Cost Proposal in \$
<b>Task A: Signage Fabrication</b>						
A.1	01	Town and Contractor Project Coordination and Meetings	1	LS	\$	\$
A.2	02	Prepare Sign Manufacturing Report Specifications	1	LS	\$	\$
A.3	03	Prepare Sign Shop Drawing Plans (stamped engineering drawing set)	1	LS	\$	\$
A.4	04	Signage Fabrication - Directional (D)	8	EA	\$	\$
A.5	05	Signage Fabrication - Directional Building Mounted (DB)	3	EA	\$	\$
A.6	06	Signage Fabrication - Directional Building Mounted (DBTH)	1	EA	\$	\$
A.7	07	Prepare Maintenance / Warranty Plan for Town	1	LS	\$	\$
A.8	08	Sign Handling, Shipping/ Transport Delivery to Town	1	LS	\$	\$



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## BID FORM (continued)

<b>PROJECT NUMBER</b>	TBD	<b>PROJECT NAME</b>	The Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project
<b>Bid Advertisement Date</b>	01.18.2024	<b>Bid Opening Date</b>	02.07.2024

Task #	Pay Item #	Description	Quantity	Unit	Unit Value in \$	Cost Proposal in \$
<b>Task A: Signage Installation</b>						
B.1	01	Town and Contractor Project Coordination and Meetings	1	LS	\$	\$
B.2	02	Site Visit (confirm sign locations, utilities, and other installation site factors)	1	LS	\$	\$
B.3	03	Coordinate Utility Locates	1	LS	\$	\$
B.4	04	Electrical Connections (coordinate with GCEA and local electrician)	1	LS	\$	\$
B.5	05	Arrange/Implement Traffic Safety Control	1	LS	\$	\$
B.6	06	Install Signage/Foundation/ Bollard - Directional Signs (D)	8	EA	\$	\$
B.7	07	Install Signage/Attachments - Directional Building Mounted Signs (DB)	3	EA	\$	\$
B.8	08	Install Signage/Attachments - Directional Building Mounted Signs (DBTH)	1	EA	\$	\$
B.9	09	Remediation of Sign Construction Disturbance	1	LS	\$	\$
B.10	10	Conduct Project QC Inspections, Punchlist Items, and Final Project Closeout	1	LS	\$	\$

**TOTAL BID: \$**

Note: Town Staff will coordinate Town construction permitting.  
Note: Town Staff will coordinate agreements for signs on private property.



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## CONTRACT FOR PROFESSIONAL SERVICES (TOWN TEMPLATE)

This Contract for Services (herein "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Town of Mt. Crested Butte, Colorado, whose address is P.O. Box 5800, Mt. Crested Butte, Colorado 81225 (herein "Town") and [ T B D ], whose address is [ I N S E R T ] (herein "Contractor").

## RECITALS

1. Town desires to contract with the Contractor to provide professional services for Town Signage & Wayfinding Phase 1 Fabrication and Installation Program ("Project").
2. Contractor is a professional firm located in [ I N S E R T ] who can provide such services under the terms and conditions stated below.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

### 1. SERVICES.

Contractor shall perform the obligations identified in **Attachment A** (Statement/Scope of Work).

### 2. CONTRACT DOCUMENTS

The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated. The Contract Documents, except for Modifications and Change Orders issued after execution of this Agreement, are:

1. Change Orders
2. Construction Contract and Addenda, if any (by Page Number Reference)
3. Special Conditions of the Contract
4. General Conditions
5. Technical Specifications, if any:
6. Drawings (by Title, Number and Date):
7. Notice to Proceed
8. Notice of Award
9. Invitation to Bid
10. Bid Bond
11. Bid Proposal
12. Instructions for Bidders
13. Performance Bond and Payment Bond
14. Insurance Certificates
15. Construction Progress Schedule; and
16. Any other documents listed as Contract Documents in the General Conditions.

### 3. STANDARDS OF SERVICES

Services must be provided according to all applicable federal, state and local laws and regulations. All Services shall be performed in a timely manner according to the Project Schedule attached hereto within **Attachment A**.



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## **4. CONTRACT PRICE AND COMPENSATION**

In consideration and in exchange for Contractor's performance of the Services, Town shall pay Contractor a fee of [INSERT] dollars and zero cents (\$\_\_\_\_\_.00) (the "Project Fee"). The Project Fee shall be paid to the Contractor based on a [INSERT CONTRACT TYPE] basis.

The Town shall pay the Contractor for the completion of the Project tasks subject to full and satisfactory performance of the terms and conditions of the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions.

## **5. LIQUIDATED DAMAGES**

If the Contractor fails to substantially complete the Work within the time period described above, or within such other construction time if modified by a change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of [INSERT \$] dollars for each calendar day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time. The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay.

## **6. TERM AND SERVICE SCHEDULE**

The term of this Contract shall commence on the date this Contract is entered into as set forth above and shall expire upon completion of Services but no later than [INSERT].

## **7. INSURANCE**

Contractor agrees that at all times during the Term of this Contract that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the insurance policies identified in this paragraph 5. Within thirty (30) days of the execution of this Contract, Contractor will provide insurance certificates to Town as an additional insured, for the coverages required herein, which shall state that such policies shall not be materially changed or canceled without thirty (30) days prior notice to the Town Manager. The insurance policies attached hereto as **Attachment B**, shall be sufficient to satisfy the requirements of this paragraph 5 subject to the following requirements:

- A. Contractor shall hold Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Contract and no less than \$2,000,000 for Professional Liability Insurance; and
- B. Contractor shall hold Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence in the amount of \$2,000,000; and for an injury to two or more persons in any single occurrence, the sum of \$4,000,000.
- C. Contractor shall hold Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$2,000,000 for any injury to one person in any single occurrence and in an amount no less than \$2,000,000 for any injury to two or more persons in any single occurrence.





# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## 8. INDEPENDENT CONTRACTOR

- A. In carrying out its obligations and activities under this Contract, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Town. Contractor does not have any authority to bind Town in any manner whatsoever.
- B. Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Town. Further, Contractor is obligated to pay federal and state income tax on any moneys paid to it related to the services.

## 9. INDEMNIFICATION

- A. Contractor agrees to indemnify, defend and hold harmless Town, its Council, and employees, of and from any and all liability, claims, liens, demands, actions and causes of action (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind proven to be caused by the negligent acts, errors or omissions of Contractor or its employees, sub-contractors or agents in connection with this Contract.
- B. This provision shall survive any termination or expiration of this Contract with respect to any liability, injury or damage occurring prior to such termination.

## 10. DISCRIMINATION

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Town take for the purpose of complying with any such laws and regulations.

## 11. AMERICANS WITH DISABILITY ACT (ADA) COMPLIANCE

The Contractor assures Town that at all times during the performance of this Contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Town relies.

## 12. TERMINATION

Either party shall have the right to terminate this Contract at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination.

## 13. MISCELLANEOUS

- A. Governing Law and Venue. Jurisdiction and venue for any action arising out of this Contract shall be proper and exclusive in the district court for Gunnison County.



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

- B. Assignment. Neither this Contract nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other. This Contract shall be binding on the successors and assigns of either party.
- C. Integration; Conflicting Provisions. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications. In the event of conflicting provisions, the terms of this Contract shall govern and supersede any such conflicting provisions, terms or language.
- D. Force Majeure. This Contract is subject to force majeure, and is contingent on strikes, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If Contractor cannot complete the Services and is prevented by any cause of force majeure, then this Contract shall be void without penalty to either party for any such portion not delivered.
- E. Severability. If any clause or provision of this Contract shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- F. Amendment. No amendment, alteration, modification of or addition to this Contract shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- G. Modification. This Contract may only be modified upon written agreement of the parties.
- H. No Waiver of Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the City and its officers or employees.
- I. Counterparts: Facsimile Transmission. This Contract may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.
- J. Entire Agreement. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.
- K. Notice. Any notice, demand, or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by facsimile or certified first class US mail, postage prepaid, addressed as follows:



Mt. Crested Butte Signage & Wayfinding Phase 2  
Sign Fabrication and Installation Project  
**Phase 2 Bidding Resources**

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

Town: Carlos Velado, Town Manager  
Town of Mt. Crested Butte  
P.O. Box 5800  
Mt. Crested Butte, CO 81225  
Via e-mail: cvelado@mtcb.colorado.gov

Contractor: [INSERT NAME, TITLE]  
[ADDRESS]  
Phone: [INSERT]  
Email: [INSERT]

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date above written.

**Town of Mt. Crested Butte:**

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

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

ATTEST:

\_\_\_\_\_

**Contractor:**

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

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



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## **ATTACHMENT A (DRAFT)** **STATEMENT/SCOPE OF WORK**

Town of Mt. Crested Butte, Colorado  
Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project

This Statement/Scope of Work details the Project tasks to be performed by the (Contractor) in completing the Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation (Project) for the Town of Mt. Crested Butte, Colorado (Town). The final Statement/Scope of Work is developed in coordination between the Town and Contractor. Upon the written notice-to-proceed, the Contractor agrees to perform the following tasks in accordance with the Statement/Scope of Work, including the Project Schedule and Project Fee.

### **TOWN OF MT. CRESTED BUTTE**

The Town of Mt. Crested Butte, at 9,375 feet in elevation, is within the majestic Elk Mountains in northern Gunnison County. This unique area, with origins in mining, has since developed into a quaint community having diverse recreation and tourism. The Town was incorporated in 1974 and is 2.05 square miles with development following the topographic spine of Gothic Road. The Town has nearly 1,000 year-round residents with 10,000 visitors during the peak seasons. The Town is a major tourist destination and continues to grow as the population of Gunnison County increases. Tennis has been, and pickleball is increasingly becoming a more popular recreation in the Town.

### **PROJECT BACKGROUND:**

The Town completed a Signage and Wayfinding Master Plan in March 2023, and installed the first Phase 1 signs in Winter 2023/2024. This 2023 document identified a total design and implementation of 112 signs based on 14 different sign types. The signs are to be installed throughout the Town, in phases, to improve vehicle and pedestrian wayfinding.

### **INVITATION TO BID (SCOPE OF WORK)**

**PROJECT:** Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project

**SCOPE:** Fabricate and install wayfinding signs within the Town of Mt. Crested Butte. This project is for Phase 2 only of the Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project (dated January, 2024), and includes twelve (12) signs, with the sign installations concentrated in the downtown ski base area. The Phase 2 Project entails the fabrication and installation of THREE sign types, including: Destination (D = 8 Signs), Destination Building Mounted (DB = 3 Signs), and Destination Building Mounted Town Hall (DBTH = 1 Sign).

### **Phase 2 Sign Types and Functions:**

- **Destination (D) – Dark Blue Colored:** Used to Identify the Sign Wayfinding End-Point Destination, and Located Along Roadways
- **Destination Building Mounted (DB) – Dark Red Colored:** Used to Identify the Sign Wayfinding End-Point Location, with Sign Attached to a Building/Structure.
- **Destination Building Mounted Town Hall (DBTH) – Dark Red Colored:** Used to Display the Town Logo on the Town Hall Building Pediment



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## **PHASE 2 TASKS (12 WAYFINDING SIGNS):**

**Task A: Signage Fabrication:** This project task involves developing the fabrication plans for manufacturing each of the twelve (12) Phase 2 signs, as specified per the Bid Documents, Contract provisions, and Town Code.

- Task A.1:** Town and Contractor Project Coordination and Meetings
- Task A.2:** Prepare Sign Manufacturing Report Specifications
- Task A.3:** Prepare Sign Shop Drawings (stamped engineering drawing set)
- Task A.4:** Signage Fabrication - Directional (D)
- Task A.5:** Signage Fabrication - Directional Building Mounted (DB)
- Task A.6:** Signage Fabrication - Directional Building Mounted (DBTH)
- Task A.7:** Prepare Maintenance/Warranty Plan for Town
- Task A.8:** Sign Handling, Shipping/Transport Delivery to Town

**Task B: Signage Installation:** This task involves installing each of the twelve (12) Phase 2 signs within the Town of Mt. Crested Butte, as specified per the Bid Documents, Contract provisions, and Town Code.

- Task B.1:** Town and Contractor Project Coordination and Meetings
- Task B.2:** Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)
- Task B.3:** Coordinate Utility Locates
- Task B.4:** Electrical Connections (coordinate with GCEA and local electrician)
- Task B.5:** Arrange/Implement Traffic Safety Control
- Task B.6:** Install Signage/Foundation/Bollard - Directional Signs (D)
- Task B.7:** Install Signage/Attachments - Directional Building Mounted Signs (DB)
- Task B.8:** Install Signage/Attachments - Directional Building Mounted Signs (DBTH)
- Task B.9:** Remediation of Sign Construction Disturbance
- Task B.10:** Conduct Project QC Inspections, Punchlist Items, and Final Project Closeout



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## **ATTACHMENT B (DRAFT TEMPLATE)** **CONSTRUCTION CONTRACT GENERAL CONDITIONS**

Town of Mt. Crested Butte, Colorado

Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project (Tasks A and B)

The following General Conditions are a template draft, intended to serve as general terms applicable to this Phase 2 (Task A and Task B) Project. However, as a template draft, some of the General Conditions or descriptions may not apply in whole or in part to this Project as planned, or specifically to Task A and/or Task B. When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.

### **Construction Contract General Conditions Contents:**

ARTICLE 1 – ADMINISTRATIVE

ARTICLE 2 – PROJECT DRAWINGS AND SPECIFICATIONS

ARTICLE 3 - USE OF LAND AND RIGHT-OF-WAY

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

ARTICLE 5 – TOWN'S RESPONSIBILITIES

ARTICLE 6 - CONTRACT TIME

ARTICLE 7 - CONTRACT COMPLIANCE AND CLOSEOUT

ATTACHMENT B: CONTRACT SPECIAL CONDITIONS (A) - WAYFINDING SIGN INSTALLATION

ATTACHMENT B: CONTRACT SPECIAL CONDITIONS (B) - CONSTRUCTION ZONE TRAFFIC CONTROL

ATTACHMENT B: CONTRACT SPECIAL CONDITIONS (C) - UTILITIES

### **ARTICLE 1 - ADMINISTRATIVE**

#### **Contractor's Project Understanding**

The Contractor alone shall be responsible for the safety, adequacy, and efficiency of the plan, equipment, and methods. The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Project Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Project Work under the Contract.

No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or supersede any of the terms or obligations contained in the Contract. No portion of the Work shall be constructed under conditions that would affect adversely the quality or efficiency thereof unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.





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## Contractor's Overall General Project Roles and Responsibilities:

1. Provide project management, oversight coordination, and supervision
2. Provide project materials, supplies, equipment and mobilization.
3. Provide project quality assurance/control
4. Provide, prior to construction, all required project documentation (drawings and reports).
5. Provide, prior to construction, all required project document forms/submittals.
6. Provide Contractor compliances – insurance
7. Provide Contractor compliances – construction/engineering licensing - Colorado
8. Provide Contractor compliances – bonds / surety [ AS REQUIRED PER TOWN REVIEW ]

## General Construction Project Notes:

- Note 1: Contractor shall work with the Town to identify, submit, and obtain necessary permit and certification approvals required to install all of the twelve (12) Phase 2 wayfinding signs.
- Note 2: Construction haul routes and project site ingress/egress will be identified, marked, and maintained by the Contractor and Town prior to mobilization and throughout the project duration. Site equipment and materials will be delivered and stockpiled at an agreed-upon lay-down site area as determined by the Town.
- Note 3: Town and Contractor agree to coordinate and commit in advance on the Project start and end dates to effectively complete the Project in working around weather conditions and Town scheduled events.
- Note 4: Contractor shall work with the Town to analyze value engineering options to assure the design will comply with the Town's requirements and project budget.

## Notice to Proceed

Following the execution of the Contract by the Town and Contractor, the Town Project Manager will give the Contractor written Notice-to-Proceed for the Phase 2 (Task A and/or Task B) Project Work. The Contractor shall begin and continue the Project Work regularly and without interruption with the diligence and efficacy necessary to complete the Project Work within the time stated in the Contract.

## Contractor's Warranty

The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Project competently. The Contractor warrants the capacity of the Contractor's construction facility, personnel, and its ability to complete the Project within the allotted time.

## Contractor's License and Permits

The Contractor, including all Subcontractors, will obtain all licenses and permits required to do and complete the Project. It will have all permits required by the Town, as well as those required by County, State and Federal agencies.

## Schedules, Reports, and Records

Before beginning the Project Work, the Contractor shall give the Town Project Manager the dates it expects to submit Project documentation and delivery dates (plans, shop drawings, specifications, construction/installation notes, manufacturer/contractor/equipment supplier details, quality control measures, delivery, or other required details).



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**Schedule Submittal(s):** No later than the pre-construction meeting, the Contractor shall submit to the Town Project Manager a "Construction Progress Schedule", on a form approved by the Town Project Manager, showing all Project Work the Contractor and all Subcontractors will perform for the Phase 2 Project Tasks. The schedule shall be in enough detail for the Town Project Manager to readily determine the Project Work to be performed each day. When requested by the Town Project Manager, the Contractor shall update or modify the Project schedule to planned, current, and actual schedule conditions. The Town Project Manager may require the Contractor to substitute a more detailed Critical Path Method (CPM) schedule.

**Daily Meeting(s):** During construction, a daily on-site check-in meeting will be arranged between the Town Project Manager and the Contractor Project Manager to review project progress, needs, and next steps. This meeting will be used to exchange Project information flowing both ways between the Town and Contractor. In addition, this meeting will also be used to closely coordinate Project Work in conjunction with the Project schedule and external factors (ie, Town events, traffic conditions, weather disruptions).

**Behind Schedule:** If at any time the Project is behind schedule, the Contractor shall coordinate with the Town to immediately put into effect definite procedures for getting the Project back on schedule. The procedures shall be subject to review and modification by the Town. The Contractor shall not be allowed extra compensation for costs incurred because of accelerated operations required to maintain the schedule.

## **Performance Bond and Labor and Material Payment Bond**

The Contractor shall, within ten (10) days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Labor and Material Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

## **Insurance**

The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract. Only insurance companies with authority to issue policies in Colorado may provide insurance coverage under the Contract.

**Insurance Requirements:** The Contractor shall purchase and maintain, for the full period of the Contract, including any warranty period, at the Contractor's or Subcontractor's sole expense, insurance coverage required per the Contract for this Project.

**Additional Insurance Coverages (As Deemed Necessary or Required by Town):** A Builder's Risk Policy is required in an amount not less than the Contract Price. An Installation Floater Policy is required for contracts involving the installation of unique or customized equipment and for contracts involving installations that in the judgment of the Town threaten to damage existing structures. The Contractor shall cause its insurance provider to name the Town as an additional insured.

**Additional Insured Clause:** The Contractor shall cause its insurance provider to name the Town as an additional insured. The insurance coverage required for the performance of the



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Contract must be endorsed to name the Town of Mt. Crested Butte, Colorado, a municipal corporation, its mayor and trustees, officers, agents, employees and volunteers, as additional insured with respect to the activities performed under the Contract.

**Primary Insurance Endorsement:** Pursuant to an endorsement submitted to and approved by the Town, all coverage must specifically state the insurance coverage for the Project. In no event shall an additional endorsement in the form of GL20.09 (1973-01 ed.) or any similar form be submitted or accepted.

**Insurance Notifications:** A copy of the Certificate of Insurance (COI) must be submitted to the Town Project Manager prior to the Project Notice-to-Proceed. The COI will specify parties who are additional insured. If the Contractor is self-insured under the laws of the State of Colorado, Contractor shall provide appropriate declarations of coverage. A copy of any and each insurance policy and endorsement involving a change or requested deviation must be submitted to the Town Project Manager.

**Policy Details:** Insurance required shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as the Contractor may deem to be reasonable for the Project, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification. The Contractor shall not do or permit to be done anything that shall invalidate the insurance policies referred to in this paragraph.

**Continuance of Insurance:** For the term of the Contract, which includes any warranty periods, the Contractor shall not cancel, materially change or fail to renew the insurance coverage, and agrees to notify the Town Project Manager of any material reduction or exhaustion of aggregate policy limits. If the Contractor fails to purchase or maintain the insurance coverage, the Town may deem such failure to be breach of this Contract.

## Department of Revenue Forms

Materials and equipment purchased solely for Town projects, that will become a permanent part of the final project, could be tax exempt. The Contractor and all subcontractors shall use the Town's Tax Exemption Numbers when purchasing materials or supplies in connection with the Project. The Town's Tax Exemption Numbers are as follows:

- A. Federal Tax Exemption Number: [ INSERT ]
- B. State of Colorado Tax Exemption Number: [ INSERT ]

The Town reserves the right to award other Contracts in connection with the Project. The Contractor shall cooperate with and afford other contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall coordinate its Project Work with theirs.

## ARTICLE 2 – PROJECT DRAWINGS AND SPECIFICATIONS

### Intent of Drawings and Specifications

The "Contract Documents" are intended to be complementary, and Project Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.

In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Project Work, unless specifical-



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ly noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Project Work, ready for use, by the Town.

## **Drawings and Specification Requirements**

The Contractor shall complete all Project Work according to the Plan and Design Specifications, and in compliance with applicable laws of Colorado and ordinances of the Town. In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades. When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Town Project Manager is intended. Similarly, the words approved, acceptable or satisfactory shall refer to approval by the Town Project Manager.

## **Copies of Drawings and Specifications Furnished**

The Contractor Project Manager will furnish to the Town Project Manager, free of charge, up to three (3) paper copies of Plan/Design Drawings and Reports of the Project Work.

**Discrepancies in Drawings:** Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission 'in writing'. Any affected Work done by the Contractor after discovery of such discrepancies, errors or omissions and affected by those is done at the Contractor's risk. In all cases, the Contractor Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.

**Dimensions:** Figured dimensions shall govern over scaled dimensions.

**Drawings and Specifications at Job Site:** The Contractor shall keep one (1) complete and final set of all Drawings and Specifications at the job site, available to the Town Project Manager and the Contractor Project Manager at all times.

## **Shop Drawings**

The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Project Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions. The Contractor shall submit for approval electronic copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.

The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections. The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the "Contract Documents". Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.



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## **Record Documents**

The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Town Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before final payment.

## **Differing Site Conditions**

The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:

Subsurface or latent physical conditions at the job site differing materially from those indicated in the Contract; or

Unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 11 of these General Conditions. No claim will be allowed per this Article unless the Contractor has given the written notice required. No claim will be allowed per this Article if final payment has been made.

## **Professional Survey(s)**

The Contractor shall provide all survey required for the Project Work. However, the Town Project Manager has the option to develop and arrange for detail survey(s) through a separate contract if deemed desirable or necessary. The Contractor assumes full responsibility for construction according to the proposed sign installations. The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

## **Patents and Copyrights**

The Contractor shall provide a suitable legal agreement with the patentee giving the Contractor the right to use any design, device, material, or process covered by letters patent or copyright, in the construction of the Project when the use has not been specified or required by the Drawings and Specifications. The Contractor shall file a copy of this agreement with the Town, if requested. The Contractor and the Surety shall indemnify, defend and save harmless the Town from all claims for infringements on patented design, devices, material, process or any trademark or copyright during the prosecution or after the completion of the Project.

If any design, device, material, process or product of a particular manufacturer covered by letters patent or copyright is specified for use by the Drawings and Specifications, the Town is responsible for any claims for infringement by reason of the use of such design, device, material, process or product of a particular manufacturer; but the Contractor shall pay any royalties or license fees required.



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## ARTICLE 3 - USE OF LAND AND RIGHT-OF-WAY

The Contractor shall coordinate and cooperate with utility and property owners to identify and mitigate damage to utilities and property.

### Utility Encroachment Coordination (also see Special Construction Conditions)

The Contractor shall not excavate for the Project Work without first notifying the owners, operators, or association of owners and operators having underground facilities in the Project area.

### Property Encroachment Coordination

If the Project Work affects fences, landscaping, mailboxes, driveways and other privately-owned improvements, the Contractor shall notify the Town in order to notify affected property owners or occupants 'in writing' at least five (5) business days before beginning Project Work. The Town will determine the best means of notification (writing, in-person, telephone, electronic communications). Notice to an association is notice to each member of the association.

**Staging Area(s):** The Contractor shall submit to the Town Project Manager written approval from the property owner if use of the property for storage or staging is required. The Contractor shall cooperate with the owners or occupants to reduce inconvenience as reasonably possible.

**Temporary Storage Facilities:** The Contractor may secure at its own expense and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

### Town Right-of-Way

Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Project Work to be performed pursuant to the Contract, unless otherwise mutually agreed. The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Town Project Manager.

Note: The Town is in the process of clarifying and amending Town Code for the installation of wayfinding signs to be exempt from Town Code Chapter 16 (Signage) and Chapter 21 (Zoning).

### Access to Right-of-Way

The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

The responsibility for protection and safekeeping of equipment and materials on or near the site is entirely that of the Contractor, and no claim shall be made against the Town by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor shall immediately move the same. No materials or equipment may be placed upon the Town's property until the Town has agreed to the location contemplated by the Contractor to be used for storage.





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## **Beyond Town Roadway Right-of-Way or Jurisdiction(s)**

If any part of the Project is within the right-of-way of a roadway under the jurisdiction beyond the Town of Mt. Crested Butte, the Town shall obtain the necessary permits from other jurisdictions to perform such Project Work. The Contractor shall conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeding if necessary, at the completion of the Project.

## **ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES**

### **Contractor Project Manager**

The Contractor will assign a full-time Contractor Project Manager to this project to manage all aspects of materials procurement, delivery, schedule compliance, cost control and communication with the Town, suppliers, and subcontractors. The Contractor Project Manager will review the project weekly with the Town Project Manager. The Contractor Project Manager will also adjust all project resources to assure compliance with project schedule, adding resources as necessary to keep the project on schedule.

### **Project Control of the Work**

When the Contractor is not directly present on the Project it shall designate and have a Project Superintendent acceptable to the Town, who is present and who shall, during the absence of the Contractor, be its designated representative over Project responsibilities. The Superintendent shall ensure expeditious and competent handling of the Project Work.

The Contractor's Project Manager and On-Site Superintendent (Representative) must be an experienced staff of qualified technical personnel to handle on-site engineering, planning, and direction of all fieldwork, and who is a permanent member of the Contractor's organization, and shall be a resident at the Project throughout the construction. The Contractor's Representative shall be fully authorized to act for the Contractor.

Any person employed on the Project who fails, refuses or neglects to obey the Town or Contractor, shall, upon the order of the Town Project Manager, be at once removed from the Project and not again employed on any part of the Project.

### **Project Quality Assurance/Control**

The Contractor shall have and demonstrate a proven method of project management, safety procedures and quality control used for the Project work and jobsite. The Contractor will always have a physical presence on the Project jobsite for any communication and/or collaboration with the Town. Safety meetings will be conducted by the Contractor based on the Contractor's written Quality Assurance/Control manual. The Contractor shall provide a copy of their formal Quality Assurance/Control Manual and Project Work plan to the Town upon request.

### **Project Safety and Security**

The Contractor must have a formal Safety Manual which is maintained for this Project work and job site. The Safety Manual dictates policies and procedures and contains safety forms and reports necessary for the Contractor Project Manager to administer and monitor Project safety and security requirements on a daily, weekly, and monthly schedule. The Contractor is responsible for ensuring the property personnel assigned to this Project Work meet current safety requirements. The Contractor's Site Superintendents must have OSHA training certification. The Contractor's Safety Manual will be made available to the Town upon request.



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The Contractor will install project signs around the construction site stating it has been closed due to construction. All equipment and construction trailers will be locked, along with construction entrances at the end of each work day to ensure the Project site area is secure. The Contractor's Safety Officer will visit the site, as necessary, to review and ensure that Project safety policies and procedures are followed.

## **Safety Protection**

It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Mt. Crested Butte, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.

For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Project Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.

The Contractor shall always, whether or not so specifically directed by the Town Project Manager, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

## **General Use of Subcontractors**

The Contractor may utilize the services of specialty Subcontractors on those parts of the Project work which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall not sublet or subcontract any portion of the Project Work to be done under the Contract until approval of such action has been obtained from the Town. The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them. Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.

The Contractor shall put appropriate provisions in all Subcontracts relative to the Project Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Project Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor. The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

## **Materials and Equipment Furnished by the Contractor**

The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the final plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.

The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities,





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machinery and transportation. Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged. Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.

The Contractor shall furnish the Town Project Manager, for approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.

The Contractor shall give the Town Project Manager an electronic copy of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed. Consideration of a product as an "equal" by the Town Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time. The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

## **Coordination with Town Departments**

The Contractor shall always coordinate its Project Work with the Town Project Manager, including the Utility Providers, the Town Water and Sanitation District, and the Town Fire Department.

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Town and workers who may be employed by the Town in the vicinity of the work under the Contract and shall conduct operations to minimize interference with the work of such contractors or workers. The Contractor shall promptly make good, at the Contractor's own expense, any injury or damage that may be sustained by other contractors or employees of the Town at the Contractor's hands. Any difference or conflict that may arise between the Contractor and other contractors shall be resolved as determined by the Town. If the work of the Contractor is delayed because of any acts or omissions of any other contractor, the Contractor shall have no claim against the Town on that account other than an extension of time. If any part of the Contractor's work is dependent upon the quality and completeness of work performed under another contract, the Contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under this Contract. Failure to report such defects to the Town shall constitute the Contractor's acceptance of such work as suitable to receive the Contractor's work; provided, however, that the Contractor shall not be responsible for defects which develop after such inspection and which could not have been reasonably detected or foreseen.

All electrical power and water from Town owned utilities required for the Project will be provided at the Contractor's expense.

## **Laws and Ordinances**

The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.

The Contractor shall obtain all other permits and licenses required of the Project Work. It is unlawful and unethical for any person to offer, give or agree to give any Town employee, Town official or former Town employee, or for any Town employee, Town official or former Town employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering



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of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

## **Protection of Property**

The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Project Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

The Contractor shall carefully preserve all monuments, benchmarks, property pins, reference points, and stakes. The Contractor shall be charged with the expense of replacement of any such items destroyed and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until they can be properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks, but actual replacement shall be done by a licensed surveyor.

Whenever, in the opinion of the Town, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under the Contract or of adjacent structures or property, and whenever, in the opinion of the Town, an emergency has arisen and immediate action is considered necessary, then the Town, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor and, if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

## **Responsibility to Repair**

Should any existing property be damaged, the Contractor shall immediately notify the Owner of such property. Unless authorized in writing by the owner of the property or directed by the Town Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs, and to make the Town a beneficiary of that provision. The Contractor shall give the Town Project Manager a copy of the written authorization to make repairs.

When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Project Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.



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The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of the Project Work.

## **Traffic Safety and Control (see also Special Construction Conditions)**

The Contractor shall be responsible for planning, coordinating, and implementing traffic control for the Project Work. The Contractor shall provide all traffic control plans for approval by the Town Project Manager at the Pre-Construction meeting and for any subsequent changes in traffic control.

## **Pollution Control**

The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution, air pollution, and noise pollution in all operations pertaining to the Contract whether on right-of-way provided by the Town or elsewhere.

The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Non-regulated solid wastes shall be disposed of by methods approved under applicable laws and regulations, including, the Resource Conservation and Recovery Act (RCRA), Subtitle D, as administered by Colorado and local Health Departments and the Environmental Protection Agency.

The Contractor shall utilize methods and devices that are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants including dust in its construction activities and operation of equipment. The Contractor shall notify the Colorado Department of Public Health and Environment, Gunnison County Public Health, and the Town of Mt. Crested Butte Fire Department if suspect materials are encountered.

## **Stormwater Quality**

The Contractor shall be responsible for the preservation and protection of storm water collection systems and other natural and developed drainage ways, which may be affected by Project Work done under the Contract. Any construction activity may be required to obtain a Stormwater Discharge Permit Associated with Construction Activity from the Colorado Department of Public Health and Environment (CDPHE). Unless otherwise indicated, the Contractor is responsible for obtaining this permit from the Colorado Department of Public Health and the Environment. The Contractor is responsible for complying with the requirements of any Town development permit or approval and the Stormwater Discharges Permit associated with Construction Activity Permit from CDPHE.

## **Hazardous Materials**

Contractor is responsible for identification, handling, exposure to or removal of hazard materials in accordance with applicable regulations.

## **Cleaning Up and Restoration**

The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times. Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors. The Town may clean up and restore



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the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

## ARTICLE 5 - TOWN'S RESPONSIBILITIES

### Town Project Manager

The Town's Project Manager (Project Manager is a defined term meaning the Town's authorized representative) shall maintain authority over the Contractor relating to field direction and project administration, but does not assume liability for the Contractor's work, nor control scheduling whenever such performance is located in or upon the Town's property. The Project Manager will furnish or coordinate all explanations from consultants, field directions, horizontal and vertical control and inspections necessary to assure compliance with the Project documents, except as otherwise stated in the Project documents.

**Access to Work:** The Town Project Manager and the Manager's representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.

Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract. The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

**Stop Work Order:** The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:

- a. Unsuitable weather;
- b. Faulty workmanship;
- c. Improper superintendence;
- d. Contractor's failure to carry out orders or to perform any provision of the Contract;
- e. Conditions which may be considered unfavorable for Project Work; or
- f. Work being carried on in an unsafe manner.

If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Town Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Project Work, providing suitable drainage and erecting temporary structures where necessary. The Town Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Project Work on the suspended portion of the Project until notified in writing by the Town Project Manager.

### Disputes

If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Town Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten days after their receipt.



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All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation. The parties agree that any litigation by Contractor against the Town concerning this Contract shall be filed not more than 2 years after the date of the Notice of Construction Acceptance. The parties agree that any litigation filed by Town against Contractor concerning this Contract shall be filed not more than two (2) years after the date of the Notice of Final Acceptance.

## **Project Work Changes**

The Town Project Manager may, at any time (without notice to the Surety) by written notice to the Contractor, make any change in the Project Work to be performed within the general scope of the Contract. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

Changes including but not limited to changes:

- a. In the Specifications (including Drawings and designs);
- b. In the method or manner of the performance of the Work;
- c. In facilities, equipment, materials, services or site furnished by the Town; or
- d. Directing acceleration in the performance of the Work.

Any written order (which terms as used in this Article shall include direction, instruction, Interpretation or determination) from the Project Manager, which may warrant a time extension or increased or decreased costs) will be treated as a Change Order under this Article provided that the Contractor gives the Project Manager written notice within seven (7) calendar days of that condition, stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order. However, the Town will not authorize a change in the Contract Price for work done before approving a Change Order authorizing the additional work. If the Town and the Contractor do not agree to the terms of a Change Order, including the amount of additional compensation, the Contractor shall proceed with the work under the terms of the Contract and shall maintain accurate records of the costs.

If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Project Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly. If no agreement is reached regarding the equitable value of additional work, it shall be determined as cost plus [ INSERT % ] for overhead and profit. The amount of credit to be allowed by the Contractor to the Town for any such change that results in a net decrease in cost will be the amount of the actual net decrease as determined by the Town. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

In no case will the price adjustment change the original Contract Price to an amount not appropriated by the Town Board and approved by the appropriate Town representative per its purchasing policies. Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

**Compliance with §24-91-103.6:** Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Project Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

**Field Orders:** The Town Project Manager may make changes in the details of the Project Work at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project Work ordered by the Town Project



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Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten (10) days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days.

**Change Orders:** Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by a Change Order or by other appropriate written authorization. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing within seven (7) calendar days of that condition. Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:

- a. Unit Prices submitted in the Bid Schedule;
- b. Negotiated Unit Prices; and
- c. Negotiated lump sum.

## **Extras and Force Account Work**

The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Town Project Manager, supplemented by any data the Town Project Manager requires.

## **ARTICLE 6 - CONTRACT TIME**

Time is of the essence in the performance of all Project Work.

**Delays:** Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order

**Non-Excusable Delay:** Caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- a. Late submittal of Shop Drawings;
- b. Late procurement of materials or equipment;
- c. Insufficient personnel;
- d. Unqualified personnel;
- e. Inadequate coordination of Subcontractors or other contractors;
- f. Subcontractor delays;
- g. Late response to Town and Project Manager inquiries; or
- h. Construction not conforming to contract requirements making repeated re-working necessary.

**Excusable Delay:** Caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.





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**Compensable Delay:** One where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. No damages shall be payable for any delay not due to an act or neglect of the Town or an employee of the Town. Typical types of Town-caused delays are:

- a. Late approval of Shop Drawings and samples;
- b. Delays in answers to field inquiries by the Contractor;
- c. Interference with the Contractor during construction;
- d. Town-caused schedule changes;
- e. Design changes; or
- f. Interference by other contractor's or the Town's forces.

## **Failure to Complete Work on Time--Liquidated Damages**

The Town may permit the Contractor to proceed if the Contractor fails to substantially complete the Project Work on or before the original date set forth for Substantial Completion in the Contract, or on or before the corrected date of Substantial Completion. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages. The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable.

## **ARTICLE 7 - CONTRACT COMPLIANCE AND CLOSEOUT**

### **Warranty and Guarantees**

The Contractor and its Surety are jointly and severally responsible for the condition of all completed Work, maintenance (unless the Town is required by the Special Conditions to assume responsibility for maintenance) and satisfactory operation of Work performed under the Contract for a period of two years following the Notice of Construction Acceptance or for one year after warranty work is fully satisfied. A notice of warranty work that requires repair or replacement under the warranty will be submitted to the Contractor on a Notice of Warranty Work. The Contractor and Surety are jointly and severally responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety (as applicable) is liable for any failure resulting from the Town's neglect or improper operation of facilities or the acts of third parties. If desired by the Town, portions of the work may be placed in service when completed, and the Contractor shall provide proper access for this purpose. Such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction throughout the duration of the Contract.

### **Defective Work and Materials**

Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense. If the Contractor fails to replace rejected materials or Project Work within ten days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.



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## **Construction Acceptance**

When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within fourteen (14) calendar days of receipt of such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements and conditions set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Acceptance. Notices of Construction Acceptance issued orally or without proper Town authorization are void. Town will not make the final payment under the Contract before it issues a Construction Acceptance.

## **Project Close-Out Procedures**

At substantial completion of the project, the Contractor will perform a walk-through with the Town to inspect the work and determine if any items remain outstanding. The Town and Contractor will compose a "punch list" of pending items, if any. The Contractor will complete any items and/or correct any deficiencies as listed. The Contractor will complete the pending items expeditiously, and after corrective actions have been completed, the Contractor will then request a review of the remaining items by the Town.

The Contractor Project Manager will prepare certificates of substantial and final completion, assemble all warranties, operational manuals/instructions, start-up and commissioning for all wayfinding sign systems and as-built drawings; forward to the Town certifying that all items are complete.

## **Claims Against the Contractor**

As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

## **Final Payment (Pursuant to Section 38-26-107, C.R.S., as Amended)**

The Town shall make a Final Settlement in accordance with Section 38-26-107, C.R.S., within sixty days after the Town issues the Notice of Construction Acceptance. After the Notice of Construction Acceptance is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten (10) days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainages, may be made.

If any Subcontractor or Supplier files a claim before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.

Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit. In the event the Town incurs any costs or legal fees related to the final settlement or payment thereof, or litigation of claims, then all such costs, expenses, expert and attorney fees shall be withheld from the final payment due the Contractor by the Town and retained by the Town for reimbursement of same.





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The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

## **Town's Right to Terminate Contract for Convenience**

The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.

## **Town's Right to Terminate Contract for Default**

The Town Project Manager, with the approval of the Purchasing and Contracts Manager and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

## **Contractor's Right to Terminate Contract**

The Contractor may terminate the Contract if the Work is stopped for a period of three (3) months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it. The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Project Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason. If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.



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## **ATTACHMENT B CONTRACT SPECIAL CONDITIONS (A) WAYFINDING SIGN INSTALLATION**

The Project wayfinding signs are proposed to be installed in locations with existing hardscaped areas. The Contractor shall adhere to the following guidelines for wayfinding signage installed in landscaped areas (grass, dormant flower beds etc):

### **Utilities:**

The Contractor is responsible for the following:

- The Contractor and Town shall establish environmental limits during walk through. No trees, tree branches, shrubs, plants, grasses, and other vegetation shall be removed until marked and approved by the Town Project Manager. The Contractor is encouraged to use vacuum excavation techniques where soil conditions permit and other factors deem it appropriate so that the risk to underground utilities/irrigation and adverse impacts to landscape areas are minimized.
- Coordinate with the Town to address all existing plants and trees that interfere with sign installation.
- Coordinate with the Town Project Manager to confirm wayfinding sign locations and installation when utility and irrigation conflicts appear or need to be resolved.

Coordinate with the Town Project Manager to locate all irrigation. The irrigation locates will follow the same process and procedures associated with the Colorado 811 system.

Confirm that irrigation has not been damaged prior to post and foundation installation. Note that the irrigation system may not yet be active and pressurized and may not be active/pressurized until after some or all of the signs are installed.

Confirm the repair of all irrigation damaged by the Contractor during the process to install the wayfinding sign(s).

- Restore the landscaped area to pre-construction condition.

### **Sight Distance Triangles:**

Wayfinding signs are proposed in locations that may impact driver visibility and the safety of pedestrians, bicyclists, and other vehicles.

The Contractor is responsible for the following:

- Determine the Sight Distance Triangles (SDTs) for each sign location in accordance with applicable codes/guidelines provided in the Construction Documentation.
- Develop a proposed field fit horizontal and vertical location of the sign posts and panels that conforms to the Sight Distance Triangles (SDT) requirements.
- Coordinate with the Town Project Manager to confirm the field fit horizontal and vertical sign location.



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## **Sign Panel Thickness**

The wayfinding sign panel thickness for the multiple sign panel sizes will not be specified in the Bidding Documents. It is the responsibility of the Contractor to determine appropriate panel thickness. The Contractor may identify in their Bid the thickness used for bidding purposes, but the Contractor awarded the project shall show through submittal review of structural calculations that the proposed panel thickness is sufficient. No adjustments in cost will be allowed if submittal review of structural calculations yields the need for a different panel thickness than as-bid.

## **Sign Panel Hardware**

It is the responsibility of the Contractor to select vandal resistant hardware that will withstand the needed structural engineering requirements.



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## **ATTACHMENT B CONTRACT SPECIAL CONDITIONS (B) CONSTRUCTION ZONE TRAFFIC CONTROL**

### **Traffic Control Responsibilities**

The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two-way traffic shall be maintained at all times in public roadways.

### **Traffic Control Submittals**

For any Project Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan for review from the Town Project Manager, that must be approved no less than 72 hours before starting any project. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Town Project Manager.

### **Traffic Control Mobilization**

The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers and communication devices necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Town Project Manager. Whenever a police officer is necessary for traffic control, the Contractor shall hire and pay a uniformed off-duty police officer with authority in the Town to direct traffic. The police department will determine the rate of pay for the officers.

The Contractor shall provide all traffic control plans for approval by the Project Manager at the Pre-Construction meeting and for any subsequent changes in traffic control. All construction signing shall be in conformance with MUTCD standards and will address all modes of travel (e.g., pedestrian, bicycle, vehicular). Flaggers shall possess a current CDOT Flagger's Card and carry it with them on the job at all times. Flaggers without proper training, including a current flagger's card, will be relieved of flagging duties and will need to be replaced with a properly trained flagger by the Contractor.

Construction work is permitted from [ 7:00 AM until INSERT 7:00 PM], Monday through Friday. Any work on weekends or Town holidays will require negotiation and approval from the Town's Project Manager. Full road closures will not be permitted unless a detour route is available, as access to businesses and residences will need to be maintained throughout the project. If a detour route is used, adequate through access must be maintained for any and all emergency service vehicles at all times.

Emergency access shall be provided at all times throughout the project limits.

Access to all businesses and residences shall be provided at all times. Reasonable delays may be approved by the Town Project Manager. Access coordination shall be made with the property and business owners to allow deliveries throughout the project for those businesses within the project limits and those outside the project limits impacted by the construction.



# Mt. Crested Butte Signage & Wayfinding Phase 2 Sign Fabrication and Installation Project Phase 2 Bidding Resources

**Advertisement Date: 01.18.2024**  
**Bid Opening Date: 02.07.2024**

## **ATTACHMENT B CONTRACT SPECIAL CONDITIONS (C) UTILITY IDENTIFICATION AND COORDINATION**

Utility coordination will be conducted as necessary to complete the utility work with minimum delay to the Project.

Prior to excavating, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction. The Contractor shall modify construction plans to avoid existing underground facilities as needed, and as approved by the Contractor's Engineer. Utility service laterals shall also be located prior to beginning excavating or grading. Other facilities, such as ditches and drainage pipes may exist, and it is the Contractor's responsibility to investigate, locate and avoid such facilities.

### **Utilities Encroachment Coordination**

The Contractor shall coordinate and cooperate with Utility Provider(s)/Owner(s) to identify and mitigate damage to utilities and property. The Contractor shall not excavate for the Project Work without first notifying the owners, operators, or association of owners and operators having underground facilities in the Project area. The Contractor shall give notice of the commencement, extent, and duration of the excavation work at least five (5) business days before beginning Project Work. The Contractor must contact and submit a utility request online with Colorado 811 to have underground utilities for freestanding signs identified and marked at least ten (10) business days prior to the scheduled wayfinding sign installation.

The Town will provide available drawings and plans for depicting known information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities potentially impacted by the Project Work and to ascertain whether any other structures and utilities exist, and would be impacted by the Project Work.

The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project. The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by the Contractor.

If it becomes necessary to close utilities due to Project construction operations, the Contractor shall provide the Town notice in writing a minimum of ten (10) business days in advance of the utility disruption. It is the Contractor's responsibility to ensure continuity of the utilities.

### **Town Water and Sanitation District Requirements**

Any landscaping or any other improvement or structure shall be precluded from easements that are expressly designated and granted and which route is necessary to serve as access to Water and Sanitation District facilities. Examples of such improvements may include, but are not limited to, trees, berms, bushes, rock walls, fences, and any landscaping or improvements that would inhibit the Water and Sanitation District's access to and along the easement.