

RESOLUTION NO. 23-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING A CONTRACT WITH COLORADO DESIGNSCAPES
INC. FOR PUBLIC WORKS RIGHT-OF-WAY OPERATIONS
FOR THE 2023 CALENDAR YEAR**

WHEREAS, the City of Castle Pines (“City”) solicited bids for the City’s 2021 Public Works Street Maintenance Services, Project No. 2020-PW-006 (“Project”) by posting a request for proposal (“RFP”) on the Rocky Mountain Bid Net System on September 28, 2020, and received two bids; and

WHEREAS, the City awarded the contract for the Project to COLORADO DESIGNSCAPES, INC. d/b/a DESIGNSCAPES COLORADO INC. (“Contractor” or “Designscapes”) and entered into a professional services agreement (“2021 Contract”); and

WHEREAS, the scope of services provided by Designscapes includes snow removal, right-of-way maintenance, asphalt and concrete pavement major and minor repairs, and traffic control and street signs; and

WHEREAS, the City’s purchasing policy authorizes up to two (2) annual contract extensions where the pricing is the same or lower; and

WHEREAS, the City staff recommends the continued provision of the services by the Contractor in accordance with the terms set forth in the form of agreement attached to this Resolution; and

WHEREAS, it is in the best interests of the City to continue with the Contractor’s services for 2023, as the services have been competently performed and the unit price cost increases are reasonable and consistent with industry-wide increases in labor and materials.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the professional services agreement with COLORADO DESIGNSCAPES, INC. d/b/a DESIGNSCAPES COLORADO INC. in substantially the form set forth in Exhibit A (the “Agreement”) in the not-to-exceed amount of One Million Forty Five Thousand Dollars (\$1,045,000.00); (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement, in a form approved by the City Attorney.

Section 2. The City Council hereby authorizes the City Manager to execute extensions of the Agreement in accordance with the City’s Purchasing Policy and subject to appropriation in the City’s annual budget.

Section 3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 4. This Resolution is effective upon adoption.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR AND 1 AGAINST THIS 24th DAY OF JANUARY, 2023.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman
Tracy Engerman (Feb 10, 2023 12:47 MST)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda C Michow

Linda C. Michow, City Attorney

Exhibit A
Professional Services Agreement with COLORADO DESIGNSCAPES, INC.

[ATTACHED]

City of Castle Pines, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: 2023 PUBLIC WORKS STREET MAINTENANCE SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the City of Castle Pines, a home rule municipality of the State of Colorado, with offices at 360 Village Square Lane, Suite B, Castle Pines, Colorado 80108 (the “City”), and COLORADO DESIGNSCAPES, INC. d/b/a DESIGNSCAPES COLORADO, INC., a Colorado corporation with offices at 15440 E. Fremont Drive, Centennial, Colorado 80112 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the City requires the purchase and installation of certain equipment and materials as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the City desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. **Services**. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the City has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the City the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. **Equipment**. Contractor shall supply and convey to the City title for all related materials and equipment once accepted and paid for by the City as specified in **Exhibit A** (“Equipment”). Contractor represents and agrees all of the Equipment meets the appropriate standards and specifications as set forth in **Exhibit A** and that the City’s purchase of the Equipment shall have the warranty terms set forth in Section IV hereof. Contractor shall not substitute any specified Equipment without prior written approval of the City.

C. Changes to Services or Equipment. A change in the Scope of Services or Equipment shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the City, no agent, employee, or representative of the City is authorized to modify any term of this Agreement.

D. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

E. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of hereof.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2023 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, equipment, materials, data, studies and reports prepared or acquired by the Contractor pursuant to this Agreement to the City and such documents, data, equipment, materials, studies, and reports shall become the property of the City; and

3. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the City within thirty (30) days of the date of

termination; thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the City shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the City, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the City.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the City Representative or the Contractor Representative at the address set forth in Section XIII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. City Representative. The City representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the City Manager or his or her designee ("City Representative"). The City Representative shall act as the City's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Tom Brownfield, Division Manager ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the City. The Contractor

shall not designate another person to be the Contractor Representative without prior written notice to the City.

C. City Supervision. The Contractor shall provide all Services with little or no daily supervision by City staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the City's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

IV. WARRANTIES.

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the City and will be of good quality, free from faults and defects and in conformance with **Exhibit A**.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the City hereunder, that its transfer of such title to the City is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the City.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the City initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts, components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year from the date that the City initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the City for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the City for the respective manufacturers' warranty periods.

V. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section

V and its subsections. Compensation to be paid hereunder shall not exceed One Million, forty-five Thousand \$1,045,000 (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the City. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor as follows:

- If this box is checked, the City shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the City for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the City’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the City shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here] .

B. Invoicing. The City shall make payments to Contractor in accordance with subsection A of this Section V within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the City no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The City, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the City’s interest. The City, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the City without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services

- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

E. No Waiver. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

VI. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall include Section IX (Indemnification) in any such subcontracts.

VII. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will

comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

VIII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- The Contractor shall secure and maintain the following (“Required Insurance”):
- Worker’s Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
 - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
 - Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance

to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the City.

C. Insurance Certificates. Contractor shall provide to the City a certificate of insurance and all endorsement required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the City, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the City immediately upon demand by the City. At the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

IX. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined

by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. RESERVED

XI. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the City may take include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XII. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101 *et seq.* ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a

result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Contractor provide to the City a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under CORA, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the City.

D. Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the City:

If to Contractor:

City of Castle Pines Attn: City Manager 360 Village Square Lane, Suite B Castle Pines, Colorado 80108	Contractor's Name Colorado Designscapes, Inc. Attn: Tom Brownfield 15440 E. Fremont Drive Centennial, CO 80112
With Copy to: Castle Pines City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. **Modification.** This Agreement may only be modified upon written agreement signed by the Parties.

G. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. **Affirmative Action.** The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. **Governmental Immunity.** The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, 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 (“CGIA”), or otherwise available to the City and its officers or employees.

J. **Rights and Remedies.** In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the City terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the City. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies

provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XIII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VII (Independent Contractor), VIII (Insurance), IX (Indemnification) and XIII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. . Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing

or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Castle Pines and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

CITY OF CASTLE PINES, COLORADO:

By: _____

Printed name: _____

Title: _____

Date of execution: _____

ATTEST:

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Linda Michow, City Attorney

EXHIBIT A
SCOPE OF SERVICES
AND EQUIPMENT

PUBLIC WORKS STREET DEPARTMENT SERVICES

1. PUBLIC WORKS

Public Works services will include Snow Management, Right-of-Way Maintenance Management, Asphalt, Concrete Pavement Major and Minor Repairs, and Traffic Control and Street Signs, and other services not included in this scope that may be added as Enhanced Services.

Actual quantities of materials and activities as provided herein may vary based on service requests received and specific needs of the City's infrastructure. Resources and activities may be adjusted and/or diverted to meet the ever-changing needs of the system according to the mutually agreed upon work orders. The City and Contractor will work together to identify those needs and to adjust the work activities schedule appropriately.

The City and the Contractor understand that weather and other conditions beyond the control of either party may and/or will justify changes in the basic scope of work specified herein. It is the responsibility of the Contractor to make the City aware of any adjustments that may be necessary and obtain the concurrence of the City in writing when such conditions arise. All adjustments made in the quantities of work provided will be documented in periodic progress meetings.

2. SNOW MANAGEMENT PROGRAM

The primary goal of the snow removal program is to ensure clear safe and passable drive lanes during and after a storm event. In addition, the program shall provide for the safe and orderly movement of traffic and for effective storm response. Successive completion of a snow event is defined as ensuring that all streets in the City are safe and passable. The snow removal program is intended to start with Priority 1 streets, then moving immediately to Priority 2 streets, and then to Priority 3 streets. Snow and ice removal activities may include but are not limited to: de-icing, pre-treatment, ice cutting, snow plowing, and other miscellaneous winter maintenance or clean-up activities.

2.1 Contractor Role

Oversee all aspects of a snow event, ensuring that the City Manager, Public Works Director (or their designee) and all required personnel are familiar with the current and anticipated future conditions. Coordinate with the City and other Contractors at all times. When a storm is predicted, operators will be notified by the Contractors management, and will be required to standby for immediate availability. Supervisors may be exclusively dispatched at the beginning of a storm to evaluate roadways and spot-treat surfaces where necessary. If the storm

intensifies, the City Manager, Public Works Director and/or their designee will be advised when the Contractor mobilizes equipment.

The Contractor shall work with the City Manager, Public Works Director (or their designee) to develop a coordinated plan and protocol for response to police, fire, and medical emergencies during snow and ice events. The Contractor's Field Personnel will maintain regular contact with the City Manager, Public Works Director (or their designee), relaying current weather conditions, road conditions, and staffing levels, and recommending additional deployment or material applications as the situation dictates. Contractor's supervisory staff will always be available at all times during snow events and communicate with the City Manager, Public Works Director (or their designee) during all phases of snow events in accordance with the established protocols.

2.2 Plowing Equipment

The snow removal Contractor shall provide the appropriate and minimal specified equipment and support services to meet the goals of the City of Castle Pines Snow and Ice Control Plan. Plowing operations are performed by plow trucks which consist of tandem axle or single axle trucks equipped with a plow and an anti icing or deicing material spreader.

The Contractor shall provide snow removal vehicles meeting the following minimum requirements:

- De-icing distribution equipment shall be appropriately sized to the vehicle's rated capacity. Undersized or inadequate equipment may be rejected for use by the City and shall be replaced with adequate equipment at no additional cost to the City.
- The Contractor shall maintain a reserve fleet of operational-ready vehicles and equipment to replace any vehicle or piece of equipment that breaks down or fails to properly function during snow or ice removal operations.
- All snowplows shall be adjustable for left or right direction of throw from within the cab of the vehicle.
- All material distribution equipment shall be calibrated according to the equipment manufacturer's standards or specifications prior to the start of the winter season.
- The City reserves the right to inspect the Contractor's vehicles at any time during the term of the agreement or contract for services. Following any inspection initiated by the City, the City reserves the right to ensure that the Contractor makes repairs and/or adjustments to the trucks and associated equipment in order that the same properly functions during all snow or ice removal operations.

2.3 Personnel

Castle Pines PSA Designscapes Colorado, Inc.
Project/Services Name: Public Works Street Maintenance Services

Minimum experience of snowplow drivers employed for work on City streets shall be two (2) years. Each driver shall receive pre-season training in the safe operation of plow trucks and all snow removal equipment.

Snowplow operators may be required to work up to a twelve (12) hour shift when necessary. Because of safety concerns, no operator shall work more than a twelve (12) hour continuous shift in any twenty-four (24) hour period. Snow control operations will continue twenty-four (24) hours per day until storms subside and the primary roadway network is in serviceable condition.

The driving record of all the Contractor's drivers assigned to snow routes within the City shall be submitted to the City. The City reserves the right to deny drivers with unsafe or questionable driving records from operating snow removal vehicles within the City. It is the Contractor's responsibility to provide personnel capable of safely performing their assignments.

2.4 Repolishing

Definition: Lane-miles - the 12-foot width of a normal traffic travel lane having a nominal length of one (1) mile. The length of one mile is based on the center-line length of the street without regard to the true length of the travel lane which is impacted by offset from the centerline, horizontal alignment, and vertical curvature. Lane miles on any segment of street are not adjusted to compensate for turning lanes, shoulders, gutter pans, median pavements, and other paved appurtenant areas contiguous to a travel lane. Monthly reports shall be provided to the City within six (6) business days after the month's end.

A pre-season report shall be provided to the City. The pre-season report shall include information required to document compliance of the vehicles and equipment, driver training, drivers contact information, managements contact information, equipment calibration, a conformance with other general standards, and specifications required under terms of the contract. No work shall be performed until the City has accepted and approved the pre-season report.

Provide the City access to the contractors AVL/GIS system for all operating plows. This system will allow for delayed public access, in GIS, to the snowplow operations. The City's interface AVL/GIS will also include all operations including locations, plow operations, amount of materials placed, and ambient and ground temperature.

Hours of billable work are required for each size and type of vehicle/equipment utilized by date and the designed route on which the work was performed.

2.5 Payment

2.5.1 Payments to the Contractor shall be made on the following basis:

Hourly Rates shall be paid for each vehicle when in use within the corporate limits of Castle Pines and fully functional with a qualified driver as required under this contract. No reduction

in payment will be made for vehicles that leave the city limits for material resupply and return within a reasonable timeframe.

Hourly Rates shall apply to vehicles and equipment of the various sizes and types listed in Exhibit B. No separate payment will be made for vehicles or equipment utilized without fully functional capabilities. The use of unqualified drivers shall be justification for denial of payment. Payment for idle equipment shall be limited to normal regular intervals for checking equipment and reloading of material supplies.

Material Costs shall be reimbursed to the Contractor at and for the unit prices listed on the Bid Form and accounted for within the nominal application limits. All monthly reports are subject to review, audit, and approval by the City prior to payment of the accompanying invoice. Payment may be withheld by the City without penalties or interest on any disputed amount.

2.6 Technical Specifications for Snow Removal

The Contractor shall comply with the following standards for providing snow and ice removal and related services. Vehicles shall not divert from the assigned routes except for emergencies coordinated with the fire department, ambulance service, City Manager, Public Works Director (or their designee), or sheriff's office. All vehicles shall follow City-approved pre-planned routes for effective coverage. All roads shall be in an acceptable condition before snow or ice removal operations are temporarily or finally suspended.

2.6.1 Priority 1:

The City requires that the Contractor deploy personnel and equipment to maintain Priority 1 roadways first. These streets are the arterial streets and those routes tied to school and emergency service response. Once Priority 1 streets are considered safe and passable, the City will move to Priority 2 roads.

Snowplowing and/or ice control operations will be performed on all Priority 1 streets for every storm when an accumulation of snow is one (1) inch or more or the roadways are considered unsafe for vehicular travel.

All arterial routes shall be cleared to the Near Normal/Mostly Clean condition, as shown in the following photographs, prior to suspending operations.

Priority 1 streets: Castle Pines Parkway; Monarch Boulevard; Lagae Road; Mira Vista Lane; and streets providing access for emergency services (fire stations, school zones, medical facilities, etc.).

2.6.2 Priority 2:

Snowplowing will be performed on Priority 2 (collector streets) when Priority 1 roads have been deemed passable. These streets typically connect arterial streets to residential streets.

All collector routes shall be cleared to the Partially Covered condition, as shown in the following photographs, prior to suspending operations.

Priority 2 streets: Daniels Gate Road/Griggs Road; Buffalo Trail; Hidden Pointe Boulevard; Crossing Circle; Oxford Drive; Shoreham Drive; Yorkshire Drive

2.6.3 Priority 3:

Snowplowing will be performed on Priority 3 (local streets) after Priority 1 and 2 streets are considered passable.

All local routes shall be cleared to the Covered condition, as shown in the following photographs, prior to suspending operations.

All non-privately maintained streets not classified as a Priority 1 or 2 street are considered local streets.

2.6.4 Ice Maintenance

If conditions occur that create icing in vehicle travel lanes that are determined to be unsafe, the ice may be removed. These actions will be performed under the same 1 - Arterial and 2 - Collector priority system that streets are plowed and are subject to the availability of personnel and equipment and at the direction of the City.

2.6.5 Liquid and Solid De-icing Chemicals

A variety of materials may be used for snow and ice control. The Contractor will apply snow removal materials based on current and predicted weather conditions.

Snow and ice control materials will be used on local streets only in the following conditions:

- Roadway grades exceeding 7% or greater (e.g. 100 ft long x 7 ft tall)
- Storm water inlets
- Traffic stopping sign conditions deemed critical

2.7 Plowing Procedure

Snow will be plowed in a manner to minimize traffic obstructions. The center of the roadway will be plowed first, if applicable. The snow is then pushed from inside to outside on two-way streets on subsequent plowing passes. On one-way streets or where there is a wide center median, snow may be pushed in either direction. The plow discharge shall go onto the area in and/or behind the curb on primary streets and into the parking area and behind the curb on secondary streets.

Snow in cul-de-sacs will normally be plowed to the center to provide the largest turning radius possible for emergency vehicle ingress and egress. When a plow goes onto a bridge, the driver shall slow down so snow does not go over the bridge, if possible.

Additional passes by a front-end loader, grader and/or plow truck will be made on streets when directed by the City Manager, Public Works Director, or their designee, to remove accumulations of ice and smooth rutted streets. This activity will occur only after severe storms, during the clean-up process, or during extended periods of freeze/thaw to remove ice from streets. The Contractor is expected to remove windrows of snow across driveways that are created by snowplows, unless specifically requested by the City.

Every attempt shall be made to avoid plowing large mounds of snow into driveways or across sidewalks.

2.8 Snow Stockpile Removal

The City Manager, Public Works Director, or their designee, will determine if snow will be removed from an area by loader and truck. Such snow removal may occur in areas where there is no room on the street or behind the curb for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal/hauling operations may not commence until other snowplowing operations have been completed. Snow removal operations may be delayed depending on weather conditions, personnel, and budget availability.

2.9 Penalties for Noncompliance

Overuse of Material: Should the Contractor exceed the maximum application rate of deicing materials, the value of the excess materials applied shall be deducted from any payment due. Adjustments to the normal application rate will be accommodated when the Contractor is directed by the City Manager, Public Works Director, or their designee to increase or decrease the application rate to adjust to storm conditions.

Should the Contractor fail to properly assess the pre-storm conditions or fail to provide the necessary equipment in a timely manner, the City reserves the right to assess damages for the cost of engaging services of another Contractor at cost + 115% of the value of all vehicles/equipment utilized between the time of notification to the Contractor and the time all of the Contractor's vehicles are in operation within the City.

Snow Condition Examples



Near Normal/Mostly Clear



Near Normal/Mostly Clear



Partly Covered



Partly Covered



Covered



Covered



Snow Removal Priority

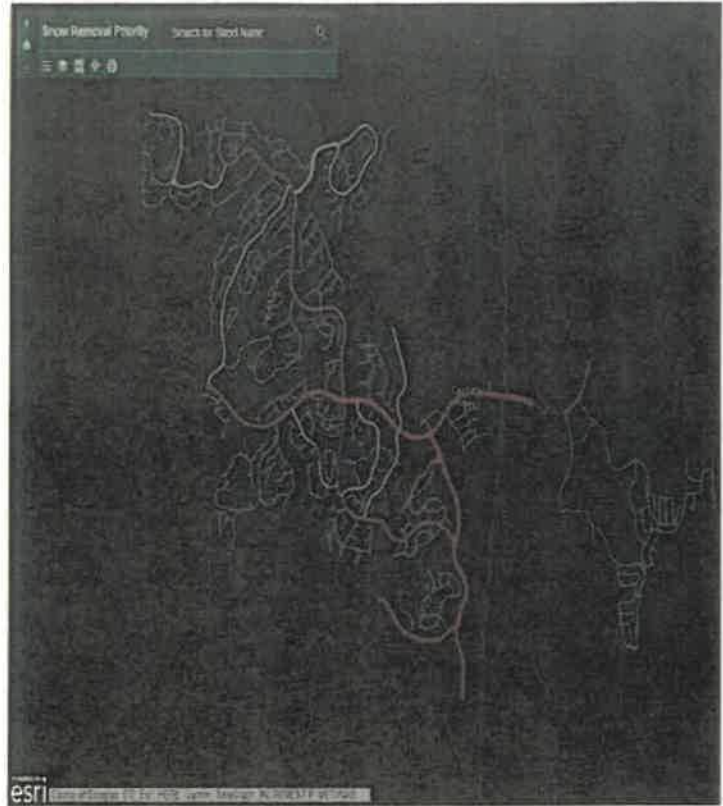
The City of Castle Pines is committed to providing efficient snow removal services to maintain safe roads and driving conditions. Even before the first snowflake falls, Public Works staff and plow operators are actively planning for the appropriate course of action. In every storm, different staff will make adjustments to operations as necessary.

The map on the right indicates priority levels for all public streets. Private streets, in green, are not plowed or maintained by the City. Use the search bar at the top of the map to determine the priority of your street.

- Priority 1 (Arterial)
- Priority 2 (Collector)
- Priority 3 (Local Road)
- Private (Not Maintained)

Note: Street parking is prohibited when there is accumulation of 6" or greater.

For more information on snow removal.



3. RIGHT OF WAY MAINTENANCE

The Contractor shall furnish and provide the following equipment and personnel on an hourly rate basis for performance of tasks specified by the City related to maintenance of streets and right of ways (scheduled and emergency), including but not limited to: litter pickup removal of storm damaged trees, limbs, or other debris; weed control; or other general maintenance tasks as required by the City.

- 3.1 Crew-cab 4x4 pickup truck
- 3.2 Dump body trailer with 8-foot bed (when necessary).
- 3.3 Working Foreman or Supervisor capable of coordinating work required with the City or emergency services personnel and directing the work to be performed.
- 3.4 Additional Laborers, as required.
- 3.5 Additional small tools as required to perform work will be considered incidental to the bid and includes power tools, shovels, rakes, saws, etc.
- 3.6 Traffic Control shall be provided to the City on-call traffic control provider as necessary

4. ASPHALT

The Contractor shall repair asphalt pavements by removal and replacement of distressed areas with hot bituminous pavement materials in accordance with Colorado Department of Transportation (CDOT) Standards and Specifications or proprietary cold mix asphalt patching materials as specified herein. The work is subject to the following conditions:

- 4.1 Asphalt pavement repairs shall utilize a CDOT approved mix design for Hot Mix Asphalt (HMA) Grading Sor SX, PG 64-22 as specified for all asphalt pavement repair work except as otherwise provided for herein. HMA will be free, and the Contractor is responsible for ensuring adequate segregation will be unacceptable. contaminate-emulsion and any
- 4.2 All asphalt pavement repairs shall require compliance with the Asphalt Institute Manual MS-16 Asphalt in Pavement Preservation & Maintenance (MS-16) recommended procedures, i.e., square or rectangular areas, saw cut vertical edges, re-compacted base or subgrade materials, tack coat edge faces, placement and compaction.
- 4.3 Hot Poured Joint and Crack Sealant shall be performed in accordance with CDOT Specification Section 408.

- 4.4 Where large areas require patching, a self-propelled paving machine shall be used and a maximum single lift of 4". The use of a spreader box is not acceptable. Large areas are defined as being areas over eight (8) feet wide or more than 200 square feet in area.
- 4.5 Where unstable base material or subgrade is encountered and determined to be unsuitable by the City, the Contractor shall stabilize the base or subgrade prior to completing the asphalt repair. The Contractor shall scarify or otherwise stabilize the existing subgrade materials.
- 4.6 The City reserves the right to require compaction testing of subgrade and base course materials prior to final placement of asphalt materials.
- 4.7 All asphalt patches shall match the thickness of the adjacent pavement but in no case shall be less than four (4) inches thick. A minimum of 6" of aggregate base course shall be installed where none is encountered.
- 4.8 The limits for asphalt patches shall be extended to one (1) foot into solid pavement along all edges.
- 4.9 Saw cut all joints to full depth of existing pavement for asphalt pavement patching in a straight and clean line.
- 4.10 Asphalt patching along concrete pavements, gutters, aprons, and cross-pans shall be nine (9) inches thick for a minimum width of two (2) feet from the edge of the adjacent concrete pavement.
- 4.11 Asphalt patching in asphalt streets less than three (3) years old shall require that patching be placed using infrared patching methods described MS-16. For asphalt or concrete pavement patching between October 1 and April 30 of the following year during periods where weather conditions prohibit the proper repairs, the use of proprietary cold mix asphalt patching materials will be required:
- Approved materials for cold weather emergency repairs shall be manufactured by UPM, QPR, or an equal when approved by the City in advance of use. Regardless of manufacturer, the Contractor shall submit manufacturer's product information for approval to ensure the appropriate materials will be provided.
 - Patching methods require the use of Throw and Roll techniques as described in MS-16.
 - All emergency patching locations shall be logged and photographed by the Contractor for inspection the following spring. A copy of the repair work shall be recorded in the City's Asset Management Program with

GIS coordinates.

- All emergency patches that show evidence of on-going failure shall be removed along with any adjacent damaged pavement and repaired using Hot Bituminous Pavement mix.
 - Measurement and payment for proprietary cold mix asphalt patching materials shall be made to the nearest 0.05 tons.
- 4.12 All patches shall restore the finished surface to smooth surface sloped to match the grade of the adjacent pavement.
- 4.13 The Contractor is cautioned that exposure of large quantities of subgrade or base materials may require compliance with the City's MS4 permitting requirements. The City will not waive any fees required for MS4 permits and no additional compensation shall be paid to the Contractor for complying with these requirements. It is the Contractor's responsibility to understand these requirements and to obtain all necessary permits to complete the work. The Contractor shall be fully responsible for payment of any fines or penalties associated with non-compliance.
- 4.14 It is the responsibility of the Contractor, wherever needed, to provide a Storm Water Management Plan (SWMP) to the City. BMP's shall be installed and maintained until the project is complete and approved by the City.
- 4.15 Traffic Control shall be provided by Contractor and shall be included in the unit prices included in the Bid Schedule.

5. CONCRETE (PAVEMENT REPAIRS AND MAJOR REPAIRS)

The Contractor shall furnish and provide all the labor, equipment, materials, and satisfactorily completing all the work associated with the repair of concrete pavements by removal and replacement of distressed areas with new concrete materials in accordance with CDOT Standards and Specifications and the requirements specified herein. The work is subject to the following conditions:

- 5.1 All concrete provide for this work shall have a minimum 28-day flexural strength of 4500 PSI (CDOT Class P) and be install per COOT Standards and Specifications.
- 5.2 The design and layout of all concrete joints and reinforcement shall comply COOT standard drawing M-412-1.
- 5.3 Concrete pavements shall be a minimum of eight (8) inches thick or shall match the thickness of the adjacent pavement, whichever is greater. A minimum of 6" of aggregate base course shall be installed where none is encountered. Subgrade shall

be scarified, reconditioned, compacted and/or replaced as directed by the Public Works Director (or their designee). Subgrade shall be free of debris and shall be flat and smooth.

- 5.4 The City reserves the right to require compaction testing of subgrade and base course materials prior to final placement of asphalt or concrete materials.
- 5.5 Odd-shaped slabs shall be reinforced with 6" x 6" W 1.4 x W 1.4 welded wire mesh reinforcement (ASTM A185, CSA G30.4) placed at a distance equal to the (Slab thickness+4) + 1 inch below the top surface. Placement tolerance is ±1/4 inch.
- 5.6 Contractor shall receive approval for the installation of joints from the Public Works Director (or their designee) for all work in the City prior to initiating any work.
- 5.7 Saw cut all joints in existing pavement at neat and straight edges.
- 5.8 The use of pre-formed joint sealers is not acceptable.
- 5.9 The Contractor shall provide one set of flexural test bars and one (1) set of concrete cylinders for concrete poured each day or for each 50 cubic yards, or portion thereof: poured each day, whichever is greater. The Contractor is responsible for all testing and reporting costs.
- 5.10 The City will assemble a list of projects and provide the list to the Contractor. The Contractor will be required to mobilize and complete all work on the project list between the months of May through October.
- 5.11 Should the total quantity of work required during the months specified be less than ten (10) cubic yards, the work will be delayed until the next scheduled work period.
- 5.12 Mobilization shall be included in the unit costs.
- 5.13 Concrete spall repairs shall be saw cut and patching materials must be approved in advance by the Public Works Director (or their designee). Unless otherwise directed by the Public Works Director, spall repairs shall be made in accordance with Federal TM 5-822- 9 REPAIR OF RIGID PAVEMENTS, USING EPOXY RESIN GROUTS, MORTARS, AND CONCRETES.
- 5.14 All patches shall restore the finished surface to smooth surface sloped to match the grade of the adjacent pavement.
- 5.15 The Contractor is cautioned that exposure of large quantities of subgrade or base materials may require compliance with the City's MS4 permitting requirements. The

City will not waive any fees required for MS4 permits and no additional compensation shall be paid to the Contractor for complying with these requirements. It is the Contractor's responsibility to understand these requirements and to obtain all necessary permits to complete the work. The Contractor shall be fully responsible for payment of any fines or penalties associated with non-compliance.

5.16 It is the responsibility of the Contractor, wherever needed, to provide a Storm Water Management Plan (SWMP) to the City. BMP's shall be installed and maintained until the project is complete and approved by the City.

5.17 Traffic Control shall be provided by Contractor and shall be included in the unit prices included in the bid schedule.

6. CONCRETE (MINOR REPAIRS)

The Contractor shall furnish and provide all the labor, equipment, materials and satisfactorily completing all the work associated with repair of concrete pavements by removal and replacement of distressed areas with new concrete materials or construction of new sidewalks, curb/gutter sections, concrete pans, or other miscellaneous concrete work in accordance with CDOT Standards and Specifications and the requirements specified herein. Work performed under this contract shall include sidewalks, curb/gutter sections, concrete pans, curb ramps, concrete pads, and other hardscape improvements, including removal and disposal of existing materials, when required. The work is subject to the following conditions:

6.1 All concrete provided for this work shall have a minimum 28-day compressive strength of 4,500 psi CDOT Class B or D in accordance with CDOT standards.

6.2 Concrete pans subject to vehicle traffic and shall be a minimum of eight (8) inches thick and reinforced with 6" x 6" - W 1.4 x W 1.4 welded wire mesh reinforcement (ASTM A1 85. CSA G30.4) placed at a distance of three (3) inches below the top surface.

6.3 All surfaces shall be broom finished. Wet finished will not be allowed.

6.4 Expansion joints shall be placed at 30-45-foot intervals along sidewalk and curb/gutter sections. Expansion joints placed between any new concrete and any adjacent concrete pavement. All expansion joints shall be sealed. Contraction joints shall be installed in 8-12-foot intervals along sidewalk and curb/gutter sections.

6.5 Contractor shall receive approval for the installation of joints from the Public Works Director (or their designee) for all work in the City prior to initiating any work.

6.6 Saw cut all joints in existing pavement at neat and straight edges.

- 6.7 The Contractor shall prepare concrete cylinder test results for concrete poured each day or for each 50 cubic yards or portion thereof, poured each day, whichever is greater. The Contractor is responsible for all testing and reporting costs. All test results shall be provided to the City in a timely manner.
- 6.8 The City will assemble a list of projects and provide the list to the Contractor. The Contractor will be required to mobilize and complete all work on the project list between May through October.
- 6.9 Should the total quantity of work required during the months specified be less than ten (10) cubic yards, the work will be delayed until the next scheduled work period.
- 6.10 All patches shall restore the finished surface to smooth surface sloped to match the grade of the adjacent pavement.
- 6.11 Mobilization shall be included in the unit costs above.
- 6.12 The Contractor is cautioned that exposure of large quantities of subgrade or base materials may require compliance with the City's MS4 permitting requirements. The City will not waive any fees required for MS4 permits and no additional compensation shall be paid to the Contractor for complying with these requirements. It is the Contractor's responsibility to understand these requirements and to obtain all necessary permits to complete the work.
- 6.13 The Contractor shall be fully responsible for payment of any fines or penalties associated with non compliance.
- 6.14 It is the responsibility of the Contractor wherever needed, to provide a Storm Water Management Plan (SWMP) to the City. BMP's shall be installed and maintained until the project is complete and approved by the City.

7. TRAFFIC CONTROL AND STREET SIGNS

The Contractor shall furnish and provide all the labor, equipment, materials and satisfactorily completing all the work associated with the removal and disposal, replacement or erection of any new traffic sign select sign warning or traffic control sign within the City limits of Castle Pines. All traffic control and street signs shall comply with the CDOT Standard Specifications for Road and Bridge Construction, latest edition and the Manual for Uniform Traffic Control Devices (MUTCD), latest edition.

The following conditions shall apply to work on this project:

- 7.1 The City of Castle Pines logo shall be used on street name signs instead of the Douglas County logo.

- 7.2 Each traffic control sign shall have a permanent label attached to the reverse side of the sign indicating the date of installation.
- 7.3 Concrete footing shall be Class B concrete and include required anchoring sleeves installed per CDOT specifications.
- 7.4 Steel Signpost shall include single square tube post, with the related vandal proof hardware for any traffic sign, street sign, and warning sign within the City limits of Castle Pines.
- 7.5 Within 24 hours after notification the Contractor shall be responsible for replacing any Stop or Yield sign reported as damaged, missing, stolen, or otherwise not available to protect the traveling public. Work requests for other signs shall be replaced or installed within 45 calendar days following the date of the request.
- 7.6 The Contractor shall utilize vandal proof hardware as approved by the City. The Contractor shall furnish the City with two specialty wrenches of each size required for removal of the vandal-proof nuts on any sign replacement or installation.
- 7.7 On-Call Traffic Control services shall be provided by Contractor, at the hourly rate set forth and indicated in the Bid Schedule.

**Exhibit B 2023
Bid Schedule**

Insert Unit Price

Snow Operations Equipment and Material	Unit	Unit Prices
1 Ton 4 X 4 Pickup Truck w/ Plow	HR	\$97.00
Tandem Axel Dump Truck /w Plow and Material Distributor	HR	\$191.00
Single Rear Axle Dump Truck /w Plow and Material Distributor	HR	\$173.00
Front End Loader	HR	\$206.00
Road Grader	HR	\$256.00
Ice Slicer	TON	\$153.00
Hand Labor	HR	\$57.00
Supervisor with 4 X 4 Truck	HR	\$97.00

APEX	GAL	\$1.38
ROW Maintenance	Unit	Unit Prices
3/4 or 1 Ton 4 X 4 Pickup Truck	HOUR	included w/Foreman
Dump Body Trailer	HOUR	\$22.00
Working Foreman	HOUR	\$83.00
Laborers	HOUR	\$57.00
3/4 or 1 Ton 4 X 4 Pickup Truck (Emergency)	HOUR	included w/Foreman
Dump Body Trailer (Emergency)	HOUR	\$22.00
Working Foreman (Emergency)	HOUR	\$112.00
Laborers (Emergency)	HOUR	\$65.00

Asphalt Pavement	Unit	Unit Prices
Removal of Asphalt Mat - 4 inches	SY	\$19.25
Removal of Asphalt Mat - 8 inches	SY	\$25.30
Install Aggregate Base Course (Class 6)	TON	\$79.00
Hot Mix Asphalt (Grading S)(PG 64-22)	TON	\$260.00
Hot Mix Asphalt {Grading SX}(PG 64--22)	TON	\$260.00
Cold Asphalt Pavement	TON	\$2,988.00 No Min.
Hot Poured Joint and Crack Sealant	LBS	\$2.90
Sawcut	LF	\$6.25
Compaction Testing	EA	\$250.00
Subgrade Stabilization - 12 inch	SY	\$35.00

Concrete Pavement Repairs	Unit	Unit Prices
Removal of Concrete Pavement - 10 inches	SY	\$49.50
Install Aggregate Base Course - 10 inches	TON	\$79.00
Construct Concrete Pavement	CY	\$735.00
Concrete Spall Repairs	SF	\$110.00
Sawcut	LF	\$6.25
Compaction Testing	EA	\$250.00
Subgrade Stabilization	SY	\$35.00

Concrete Minor Repairs	Unit	Unit Prices
Removal of Gutter	LF	\$12.00
Removal of Curb and Gutter	LF	\$12.00
Removal of Sidewalk - 4 inch	SY	\$14.00
Removal of Curb Ramp	SY	\$25.00
Construct Concrete Sidewalk - 4 inches	SY	\$69.25
Construct Concrete Sidewalk - 6 inches	SY	\$89.75
Construct Concrete Curb Ramp	SY	\$185.00
Construct Concrete Curb	LF	\$33.00
Construct Concrete Gutter	LF	\$35.50
Construct Concrete Curb and Gutter	LF	\$35.50
Construct Concrete Cross Pans - 8 inches	SY	\$169.00
Construct Concrete Median Cover - 6 inches	SY	\$97.50
Install Truncated Domes	SF	\$55.00
Sawcut	LF	\$6.25
Compaction Testing	EA	\$250.00
Subgrade Stabilization - 12 inch	SY	\$35.00

Traffic Control and Street Signs	Unit	Unit Prices
Removal of Ground Sign	EA	\$130.00
Removal of Sign Panel	EA	\$80.00
Reset Ground Sign	EA	\$150.00
Reset Sign Panel	EA	\$125.00
Concrete Footing	EA	\$150.00
Steel Signpost w/Sleeve	EA	\$110.00
Sign Panel	LF	\$20.00/SF
Construction Traffic Sign Each	DAY	\$3.00
Advance Warning Flashing or Sequencing Arrow Panel Each	DAY	\$89.50
Drum Channelizing Device	DAY	\$2.25
Traffic Cone Each	DAY	\$2.25
Tubular Marker Each	DAY	\$2.25
Concrete Barrier (Temporary)	LF	\$15.00
Delineator (Temporary)	DAY	\$2.25
Barricade (Temporary)	DAY	\$12.00
Stackable Vertical Panel Each	DAY	\$2.25
Variable Message Board	DAY	\$143.00
Temporary Portable Message Strips	DAY	\$110.00