

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 30, SERIES 2015**

**A RESOLUTION APPROVING STANDARD SERVICES  
AGREEMENT WITH COYOTE RIDGE CONSTRUCTION, LLC**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, attached hereto as Exhibit A is the Professional Services Agreement Between the Town of Timnath and Coyote Ridge Construction, LLC (the “Agreement”); and

**WHEREAS**, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:**

**Section 1. Approval**

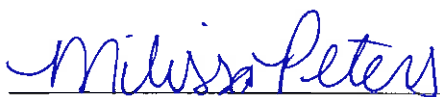
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 12, 2015.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Town Clerk



**EXHIBIT A**  
**AGREEMENT**

**STANDARD SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF TIMNATH  
AND COYOTE RIDGE CONSTRUCTION, LLC**

**For Connection of Old Town Timnath Phase 1 Properties to Sanitary Sewer Line**

This Standard Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

**WHEREAS**, the Town desires to retain Contractor for the services as described herein; and

**WHEREAS**, the Contractor desires to be retained by the Town for the services as described herein.

**NOW, THEREFORE**, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

**1. BASIC TERMS:**

**A. Name, Address, and Phone Number of the Parties.**

a. *Town:* Town of Timnath  
4800 Goodman Street  
Timnath, Colorado 80547  
Phone: 970-224-3211

b. *Contractor:* Coyote Ridge Construction, LLC  
PO Box 3128  
Loveland, CO 80539  
Phone: 970-776-9165

**B. Scope of Services.** The scope of services shall be: Connect and convert private properties from septic systems to the previously installed sanitary sewer line, including pumping and filling septic tank, and is further detailed in **ATTACHMENT A** to this Agreement.

**C. Compensation.** The services set forth in this Agreement shall be completed for an amount not to exceed **\$252,080.25**. Contract is based on a unit price bid schedule as detailed in Attachment A and payment will be based on actual quantities installed. Not later than the **tenth (10th) of each month**, Contractor shall submit an invoice to the Town for the prior month's services. Progress payments will be in the amount equal to 95% of work completed and materials and equipment not incorporated in the work but delivered, suitably stored and accompanied by documentation satisfactory to Owner. Upon final completion and acceptance of the work, Owner shall pay the remainder in accordance with state statutes.

\_\_\_\_\_ JD

**D. Term.** The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

**E. Commencement Date.** The "Commencement Date" is mid to late May, 2015 and is when the services described in this Agreement are to commence.

**F. Termination Date.** The "Termination Date" of this Agreement is 90 days after commencement. The Termination Date is based on an assumption that five properties can be completed a week. In consideration of needing to work on private, individual properties for each connection, the date may be adjusted after commencement due to unforeseen difficulties performing work, or obtaining permissions to work on, the individual properties.

**G. Approval by the Town Council.** This Agreement  is  is not (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

**H. Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other.

**I. Warranty.** Contractor shall warrant all material and workmanship to be free from defect for a period of one (1) full year from the date of Final Payment.

**2. CONTRACTOR NOT EMPLOYEE.** Contractor is an independent contractor and not an employee, partner or agent of the Town.

**As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.**

The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

**3. INDEMNIFICATION.** Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees,

agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

**4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE.** Town has selected Contractor because of Contractor's special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least **\$1,000,000.00** and insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

**5. DOCUMENTS.** All documents prepared or furnished by Contractor (and independent professional associates and sub-contractors') pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit for **ninety (90) days** after final payment under this Agreement and shall be retained and available for audit purposes for at least **five (5) years** after final payment hereunder.

**6. TABOR.** Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR").

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding **December 31**.

c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, the Agreement shall automatically terminate.

**7. CONFIDENTIALITY.** The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

**8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES.** "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal

alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within **three (3) days** that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within **three (3) days** of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such **three (3) days** the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this **Section 8**, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within **twenty (20) days** after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every **three (3) months** until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is

discontinued.

## 9. MISCELLANEOUS.

**A. Severability/Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

**B. Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

**C. Waiver and Modification.** The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

**D. Headings.** The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

**E. Time.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

**F. Corporate Authority.** If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

**G. Notices.** Any notice or other communication given by any of the Parties hereto to another



relating to this Agreement shall be in writing and shall be deemed to have been duly given:

- a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in **Section 1**, above;

b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in **Section 1**, above; or

c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

**H. NON-ASSIGNMENT.** This Agreement is an agreement for services by which Contractor was selected for Contractor's special expertise. This Agreement may not be assigned by either Party.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the 12 day of May, 2015.  
TOWN OF TIMNATH

By:   
Jill Grossman-Belisle

Title: Town Mayor

ATTEST:

  
Milissa Peters, Town Clerk

**CONTRACTOR:**

Coyote Ridge Construction, LLC

By: 

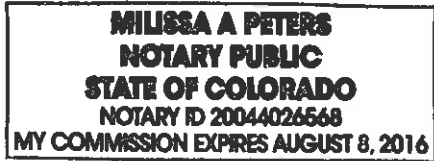
Title: Secretary/Treasurer

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing Standard Services Agreement was acknowledged before me this 12 day of May, 2015 by Jill Grossman-Belisle as the Mayor of the Town of Timnath.

Witness my hand and official seal.

My commission expires: 8-8-16



Melissa A. Peters

Notary Public

4800 Gardner St

Timnath CO 80547

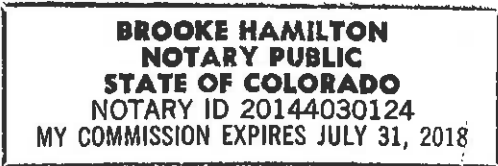
Address

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Larimer )

The foregoing Standard Services Agreement was acknowledged before me this 12<sup>th</sup> day of May, 2015 by Positive Pure Building as the Secretary/Treasurer of Contractor.

Witness my hand and official seal.

My commission expires: 07/31/2018



Brooke Hamilton

Notary Public

159 S. Washington Ave. #B

Longmont, CO 80537

Address

**ATTACHMENT A**  
**(Bid Schedule & Measurement & Payment Spec)**

— JD



## BID SCHEDULE

Client: Town of Timnath

Date: March 3, 2015

Project: Old Town Improvement Project - Phase 1 Connections

No.	Item	Quantity	Units	Unit Cost	Total
<i>I. Individual Sewer Connections</i>					
1	4" Sewer Tap	1	EA.	\$ 8,075.00	\$8,075.00
1	4" Sewer Service	4,285	LF	\$22.15	\$94,912.75
2	Connect service (house w/ cleanout & stubout at street)	48	EA.	\$335.00	\$16,080.00
3	Additional Inline cleanouts	95	EA.	\$175.00	\$16,625.00
4	Pump Septic Tank & Fill With Sand	48	EA.	\$620.00	\$29,760.00
5	Potholes	120	EA.	\$100.00	\$12,000.00
6	Road base / recycled asphalt (2")	36	SY	\$30.00	\$1,080.00
7	Concrete flat work (R&R)	59	SY	\$80.00	\$4,720.00
8	Asphalt (R&R)	55	SY	\$250.00	\$13,750.00
9	Grass/Sod (R&R)	1,489	SY	\$17.50	\$26,057.50
10	Sprinkler Repair	5	Allow	\$380.00	\$1,900.00
11	Landscape cleanup / grading	48	EA.	\$350.00	\$16,800.00
12	Wood Fence R&R	54	LF	\$52.00	\$2,808.00
13	Chain Link Fence R&R	36	LF	\$42.00	\$1,512.00
14	Mobilization	1	LS	\$6,000.00	\$6,000.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$252,080.25</b>

Dewatering per Day

\$ 1,200.00

1 1/2" Rock Stabilization per Ton

\$ 38.00

# **MEASUREMENT AND PAYMENT**

## **Supplement to Existing Contract Requirements**

### **PART 1 - GENERAL**

#### **1.01 General**

- A. This section covers methods of measurement and payment for items of work under this contract.
- B. The total Bid Price for each section of the contract shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.
- C. Due to the unique aspect of the project involving individual properties, Bid Pricing was based on the ability to group properties to perform some items of work, such as pumping and filling the tanks, landscape cleanup, and concrete replacement. All attempts will be made to use "economy of scale" where feasible.

#### **1.02 Estimated Quantities**

- A. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefor.

#### **1.03 Excavation and Trenching**

- A. Except where otherwise specified, the unit or lump sum price bid for each item of work which involved excavation or trenching shall include all costs for such work. No direct payment shall be made for excavation or trenching. All excavation and trenching shall be unclassified as to materials which may be encountered (except for rock removal or cemented sands as described below); in addition, trenches shall be unclassified as to depth. Any costs associated with the disposal of excess material generated by excavation and trenching activities shall be included in the unit or lump sum price for each item of work and will not be compensated for separately.
- B. A layer of cemented sands is known to exist in the area. For bid purposes, it was assumed that all work would be above that layer, based on statements by the

previous contractor. Should cemented sands or rock be encountered, the need for rock excavation must be visually verified by a representative of the Owner as soon as rock is encountered. Owner and Contractor shall come to agreement on means, methods, and costs to resolve prior to proceeding. For these purposes, rock shall be defined as: material encountered that consists of igneous, metamorphic, sedimentary rock, or cemented sands which cannot be excavated without the use of special equipment and methods.

#### **1.04 Mobilization**

- A. The lump sum bid for mobilization shall include, but not be limited to, all costs associated with transportation of equipment, tools, supplies, and facilities used exclusively for the completion of the work by the Contractor and subcontractors and shall include mobilization of major subcontractors and demobilization.
- B. Payment shall be based on the percentage of the mobilization/demobilization completed at the time of payment application.

#### **1.05 4" Sewer Tap**

- A. The unit price bid is for the installation of a new sanitary service tap on the sanitary sewer main. Bid is an allowance to cover all installation and shall include, but not be limited to, all trenching and backfill, fittings, dewatering, traffic control (in alley), jointing materials, pipe laying, and pipe embedment per South Fort Collins Sanitation District requirements.

#### **1.06 4" Sewer Service**

- A. The unit price bid for services shall cover all installation and shall include, but not be limited to, all trenching and backfill, fittings, jointing materials, pipe laying, pipe embedment.
- B. Payment shall be based on the lineal footage of pipe installed at the time of payment application.

#### **1.07 Connect Service**

- A. The unit price bid for connecting services shall cover all installation and shall include, but not be limited to, all fittings, jointing materials, pipe cutting and other connection requirements. It includes the connection at the sewer service stub from the main and connecting (with cleanout) to the sewer line coming from the house. Actual connection location will be determined on an individual lot basis, but shall intercept the sewer line between the house and septic tank.
- B. Payment shall be based on the number of connections completed. Both connections (stub & house side) shall be considered as one connection for payment basis.

**1.08 Additional Inline Cleanouts**

- A. The unit price bid for additional inline cleanouts shall be for the installation of inline cleanout in the sewer service based on plumbing requirements due to distance or turns. It shall include, but not be limited to, all fittings, jointing materials, and pipe.
- B. Payment shall be based on the number of additional inline cleanouts completed at the time of payment application.

**1.09 Pump Septic Tank & Fill With Sand**

- A. The unit price bid for pumping and filling the septic tanks shall cover all costs for this work item, including, but not limited to, pump truck, disposal of waste, sand, and means to fill the tank. Multiple properties can be scheduled to be done at the same time to reduce the number of trips necessary to perform the specific work.
- B. Payment shall be based on the number of tanks filled at the time of payment application.

**1.10 Potholes**

- A. The unit price bid for potholes shall include all costs to complete a pot hole of existing utilities. Potholing can be used to verify location and elevation of sewer stub, sewer connection by house, and utility crossings if needed.
- B. Payment shall be based on the potholes completed at the time of payment application.

**1.11 Road Base / Recycled Asphalt**

- A. The unit price bid for road base or recycled asphalt shall cover all costs for this work item, including, but not limited to, material, deliver, and installation. Existing areas with road base or recycled asphalt shall be restored to existing condition (minimum depth = 2"), or better, upon construction completion with similar materials.
- B. Payment shall be based on the square yards of material placed at the time of payment application.

**1.12 Concrete or Asphalt**

- A. The unit price bid for concrete or asphalt work shall include all labor and materials for saw cutting, removal, disposal, excavation, backfill, and compaction for final grade, fine grading the subgrade, as well as the placement of said improvements.
- B. Payment shall be based on the square yards of finished concrete or asphalt installed at the time of the application for payment.



**1.13 Grass / Sod**

- A. The unit price bid for grass or sod shall include all labor and materials associated with removing and replacing sod required for the construction of the sewer connection.
- B. Payment shall be based on the total square yards of sod completed at the time of the application for payment

**1.14 Sprinkler Repair**

- A. The unit price bid for sprinkler repair is an allowance, per lot, and shall include all labor and materials associated with repairing sprinkler lines encountered during construction. Protection of existing lines shall occur where feasible.
- B. Payment shall be based on the actual costs incurred for the repair of sprinkler systems, on a per lot basis, completed at the time of the application for payment

**1.15 Landscape cleanup / grading**

- A. The unit price bid for landscape cleanup / grading shall include all labor and materials needed to restore the work area to preconstruction conditions. This shall include final trench backfill, grading, replacing landscaping (excluding trees/bushes). It shall not include items covered by other line items such as sod, concrete, asphalt, or fence repairs.
- B. Payment shall be made based on the number of lots completed at the time the application for payment is submitted.

**1.16 Fence Removal & Replacement**

- C. The unit price bid for removal and replacement of existing fence shall include all labor and materials associated with the removal, disposal of material not reusable, and replacement of fence upon completion. Fence shall be replaced in a condition equal to, or better, than that which existed prior to construction.
- D. Payment for fence shall be made based on the lineal feet of fence replaced at the time the application for payment is submitted.

**1.17 Stabilization Material**

- A. Stabilization material, other than typical pipe bedding, will be paid at the unit price bid. The unit price bid shall include all costs associated with placing required material to stabilize the bottom of trenches when necessary.
- B. Payment shall be made based on the tons of trench stabilizing material used at the time of payment.

END OF SECTION





Lic No: 14TIM-0091  
**CONTRACTOR LICENSE**

For Period Ending  
June 27, 2015

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Company: Coyote Ridge Construction, LLC  
Address: 3760 E. 15th St. STE 101B  
Loveland, CO 80538

For work to be completed in the Town  
of Timnath, Colorado

  
SIGNATURE

10/27/2014  
DATE