

***THE AUGUST 14, 2018 COUNCIL PACKET MAY BE VIEWED
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**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 14, 2018
4:00PM**

Agenda Item #1: Meeting with Police Department

Agenda Item #2: Summit Stage Update

Agenda Item #3: Statewide Transportation Funding Initiative Update

Agenda Item #4: Draft Noise Ordinance Review

Agenda Item #5: Community Plan Public Input Update

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 14, 2018
7:00PM**

**STARTING TIMES INDICATED FOR AGENDA ITEMS ARE ESTIMATES ONLY AND
MAY CHANGE**

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

Gary Wilkinson, Jessica Burley, Daniel Fallon, Rick Ihnken, Hunter Mortensen, Deborah Shaner, and Melissa Sherburne

Public Comments:

Citizens making comments during Public Comments or Public Hearings should state their names and addresses for the record, be topic-specific, and limit comments to no longer than three minutes.

NO COUNCIL ACTION IS TAKEN ON PUBLIC COMMENTS. COUNCIL WILL TAKE ALL COMMENTS UNDER ADVISEMENT AND IF A COUNCIL RESPONSE IS APPROPRIATE THE INDIVIDUAL MAKING THE COMMENT WILL RECEIVE A FORMAL RESPONSE FROM THE TOWN AT A LATER DATE.

Mayor and Council Comments:

Staff Updates:

Consent Agenda:

Minutes July 24, 2018 Meeting
Summit County Preschool Capital Funding Request
Resolution 18-13, Alley Paving Phase 1 Contract

Executive Session:

Agenda Item #1: Executive Session Pursuant to C.R.S. 24-6-402(4)(a), the Purchase, Acquisition, Lease, Transfer or Sale of Any Real, Personal, or Other Property Interest

Adjourn:



TO: MAYOR AND TOWN COUNCIL

FROM: JOYCE ALLGAIER, COMMUNITY DEVELOPMENT DIRECTOR

RE: WORK SESSION – DRAFT NOISE ORDINANCE

DATE: AUGUST 14, 2018

Introduction: The Town Council requested that staff prepare a noise ordinance that, when implemented, will serve to define the boundaries of outdoor noise production. It should be recognized that outdoor noise in the public realm is often characteristic of exciting, vital, and economically healthy community places; places where people find outdoor “dwell time” and where merchants create places that are enjoyable and entertaining settings. This is certainly the case with Frisco. Coupled with success in a thriving place are also the increased effects of such things as delivery trucks, traffic, live music, bar patron activity, beeping service vehicles, and outdoor seating. These also add to the ambient noise level. The challenge is to find a balance between what is “normal” acceptable sound and “nuisance”, and allow for healthy, fun, sustainable place.

Background: Over time, in the downtown and other commercial areas, Frisco has grown and changed in terms of the mix of uses, new uses, enhanced outdoor vitality, and overall intensification of activity in the community. This intensification is from both a mixture of residential and commercial uses arrayed in dense settings and the infill of new developments (especially on Main Street). Additionally, several new developments have included al fresco dining areas, roof top decks, and music venues (indoor and outdoor, big and small). On the residential front, with a high number of second homes occupying the town, the existence of a high number of and increased probability for more short term rentals, will likely cause increased noise issues.

Quick facts:

- Over the past twelve (12) months, forty (40) noise complaints were filed with the Frisco Police Department, ranging from complaints about music, loud voices, residential party noise, and other.

- Presently, the town does not have specific regulations governing sound levels through decibel measurement, relying instead on the existing nuisance provisions of Chapter 124 of the Frisco Town Code. These regulations cover a range of potential nuisances as declared such by the State of Colorado, or known as a “nuisance” by common law and which are of such a nature and duration as to: (summarized)
 - a. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public
 - b. Render the public insecure in life or use of property
 - c. Unlawfully interfere with, obstruct or render dangerous any street or public place or way for passage.

Including Citizens in this process:

Staff included many stakeholders in the process of developing a draft noise ordinance. Stakeholders were very helpful and cooperative in discussing the topic of noise, had a wide range of observations, and suggested ideas. The suggested approach from citizens was to make the ordinance straightforward and simple, do not regulate things that do not need to be regulated, and strive for a balance that supports Frisco’s lively, small town, and high-quality sense of character and atmosphere. Stakeholder included:

- Frisco Business Advisory Group
- Noise Work Group and others met with individually – Scott Pohlman (Prosit), Dave Axelrod (High Side), Dan Kibbie (5th Ave. Grill), Justin Pollack (Apothecary), Mary Elaine Moore (Stork & Bear), Lisa Holenko, Emily Cleghorn (Outer Range), Cindy Spaulding (Uptown), Nancy Wyatt (Cornflower), Patrice Barnhill (Hotel Frisco), Kelly Foote (Foote’s Rest), Jeff Davis (Club House), Todd Altschuler (10 Mile Music Hall), “Deborah” (mother of Shannon Murray, Shoe Inn), 3 employees from Colisco, and others met in businesses, visitors, and musicians from Colisco and Foote’s Rest.
- Town staff – police, events staff, and management
- Consultation with other communities – Breckenridge, Summit County, Silverthorne, Aspen, and Carbondale (and the evaluation of codes from several other communities). A list of some municipal noise levels and nighttime hours for comparison are attached.

Staff is very thankful of the people who gave their time to discuss the matters contained in this report and draft ordinance.

Key Aspects of the Proposed Draft Noise Ordinance:

- Noise decibels (used in the context of a noise ordinance) are recommended as a means of an objective measurement reflective of what would bring about the desired atmosphere and setting.
- Noise decibels are proposed for “nighttime” and “daytime” use. Nighttime is considered as from 11 p.m. to 7 a.m.

Town Noise Zone	7:00 A.M. To Next 11:00 P.M. (In Decibels)	11:00 P.M. To Next 7:00 A.M. (In Decibels)
Commercial Noise Zone	70	65
Residential Noise Zone	55	50

- Determining the noise decibel level suitable for a certain community is an imperfect science and means striking a tricky balance. To gain a better understanding of what noise is heard and what decibel levels mean, staff took noise measurements in the Main Street area to aid the discussion and “calibrate” our own ears. (An average conversation between two (2) people sitting between 4-5 feet apart is about 60-65 decibels. This level of human conversational sound can be disturbing if one is not a part of the discussion or in control. By contrast a measured sound level on Main Street (summer, peak time, mid-day) was assessed. Please find a list of noise levels and locations taken as an attachment.
- Two (2) noise areas, a Commercial Noise Area and a Residential Noise Area, are proposed in order to differentiate between land uses and appropriate levels of noise for those areas. The noise areas were delineated based on the zoning map and existing land uses. (For example, some areas are zoned “Mixed Use” but are presently built with 100% high/medium density residential and located next to a commercial zone district. These areas were designated within the Residential Noise Area.)
 - Provisions are proposed for:
 - Exempt noise production such as emergency service noises, typical school-related sounds from playgrounds or sporting events, places of religious worship, and snow making, among others.
 - Requested exceptions that may be requested by a business or landowner and determined by the town manager, including the criteria for judging such an application.
 - Violation and enforcement penalty actions.
 - What is not addressed in the noise ordinance draft?
 - Town or privately-sponsored public events on public property or right of way. (Stakeholders generally felt that public event noise levels are appropriate for the setting and event, with the exception of some noted loud BBQ vendors.)
 - Vehicular noise, including “Jake” brake noise, car alarms, muffler requirements, aircraft noise, or car horn use.
 - Construction noise. (Outdoor construction noise is presently not limited by decibel, only by the hours during which noise can be generated outside from construction operations. Stakeholders noted that some construction noise is sometimes inappropriate and disruptive).
 - Sounds made by animals.

Implementation/Operational Recommendations:

- Noise ordinance enforcement would be primarily complaint-driven or when observed by law enforcement, staff or others to be detrimental to the enjoyment of public places. It is expected that enforcement would be overseen by the community service officer and police staff so that 24-hour service could be provided.
- In the case of a complaint, noise measurements are proposed to be taken at a location on a property affected by noise. Noise measurements may also be taken from a public location to determine impacts.
- Refined standard operating procedures will need to be created in order to apply and enforce the noise ordinance fairly. For example, methodology as to how to factor in ambient noise levels, methodology for noise meter use, documentation of complaint events, etc.
- The town would have at least two (2) noise meters available for staff and public use. In addition to use by staff, citizens would be able to borrow a noise meter from the town to confirm situations that they are hearing. (Rules for measurement would be set up, such as video the noise source/situation, photo of the meter while in use, document day and time, etc.) Regarding the lending of noise meters, other communities have found that when noise violations are suspected, especially in a recurring manner, citizen awareness is heightened, helps to document the problem, and encourages people to work with neighbors. The use of a noise meter by citizens can be a good first step to understanding a noise problem.
- Further evaluation of the town's code is necessary before adoption of an ordinance or operating procedures to make sure that there are not competing or redundant provisions.

Discussion:

Staff looks forward to an open discussion about the provisions contained in the draft noise ordinance and items for further discussion in this memo. Specifically, some questions for the town Council include:

- Are you comfortable with the noise decibel levels?
- Are you comfortable with the Time of "nighttime" versus "daytime" hours and related decibel levels assigned?
- Are there any additional provisions the Council would like to see addressed?
- Do you have Other concerns or ideas?

Staff's goal is to work through this draft ordinance and gain further direction from the Council in order to take next steps.

Attachments:

- Draft Noise Ordinance, August 2018
- Frisco Noise Meter Readings, August, 2018
- Draft Noise Area Map
- Comparison Chart of Other Communities

Chapter _____ NOISE¹

____ PURPOSE:

The purpose of this chapter is to protect, preserve and promote the health, safety, welfare, peace and quiet of the citizens of the town of Frisco through the reduction, control and prevention of loud and potentially harmful noise. Unless specified within this chapter, the restrictions contained in the following sections are not to be construed as repealing any other noise related ordinances in this code.

____ FINDINGS:

The town council of the town of Frisco hereby finds and determines as follows:

- A. Article 12 of title 25, Colorado Revised Statutes, establishes statewide minimum standards for noise level limits for various times and areas.
- B. Section 25-12-108, Colorado Revised Statutes, provides that the provisions of article 12 of title 25 shall not be construed to preempt or limit the authority of any municipality to adopt standards which are no less restrictive than the provisions of said article.
- C. The regulations and standards adopted by this chapter are no less restrictive than the provisions of article 12 of title 25, Colorado Revised Statutes.
- D. The town of Frisco is a home rule municipality organized and existing pursuant to article XX of the Colorado constitution and, pursuant to its home rule powers, the town has the further additional power to regulate, reduce and control noise.
- E. Noise is a significant source of environmental pollution that represents a present and increasing threat to the public peace and to the health, safety and welfare of the residents of the town of Frisco and to its visitors. The control of noise is essential to the health and welfare of the town's citizens and visitors, and to the conduct of normal pursuits of life, including recreation, work, education, leisure time, and communication. Further, the use of sound amplification equipment creates a special kind of loud and potentially harsh noise which may, in a particular manner and at a particular time and place, substantially invade the privacy, peace, and freedom of the citizens of the town and its visitors.
- F. Excessive sound vibration and inadequately controlled noise are serious hazards to the public health, safety and welfare, and a source of

¹ This ordinance may become part of Frisco Town Code, Chapter 124, Nuisances. Some changes to the Nuisance provisions may be amended in conjunction with future drafting.

annoyance to the populace.

G. The citizens of the town of Frisco have a right to an environment free from excessive sound and vibration that may jeopardize their health and welfare or degrade their quality of life.

H. It is the policy of the town council of the town of Frisco to protect the health, safety, and welfare of its citizens and to promote an environment free from sound and noise which is disruptive of peace and good order, and which may jeopardize the health or welfare of its citizens or degrade the quality of life.

DEFINITIONS:

As used in this chapter, the following words shall have the following meanings, unless the context clearly requires otherwise:

AMBIENT NOISE LEVEL: The sound level of all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources.

COMMERCIAL ESTABLISHMENT: A retail trade or service place of business, an office, a restaurant or a liquor licensed establishment, or any combination thereof.

COMMERCIAL NOISE ZONE: That portion of the town of Frisco indicated as the "commercial noise zone" in the noise zones map, a copy of which is marked Exhibit A, attached to Ordinance No.____, Series of 2018 available for inspection in the office of the town clerk, and incorporated herein by reference.

dBA: The sound level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, publication S1.4-1971, including successor publications.

DECIBEL: A unit used to express the magnitude of a change in sound level. The difference in decibels between two (2) sound pressure levels is twenty (20) times the common logarithm of their ratio. In sound pressure measurements sound levels are defined as twenty (20) times the common logarithm of the ratio of that sound pressure level to a referenced level of $2 \times 10^{-5} \text{ N/m}^2$ (Newton's/meter squared). As an example of the effect of the formula, a three (3) decibel change is a one hundred percent (100%) increase or decrease in the sound level, and a ten (10) decibel change is a one thousand percent (1,000%) increase or decrease in the sound level.

DEVICE: Any mechanism which is intended to, or which actually produces, audible sound when operated or handled.

EMERGENCY VEHICLE: A vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

EXTERIOR LOUDSPEAKER OR AMPLIFIER: A device for the amplification of sound which: a) is located on an exterior deck, patio or balcony of any structure, b) is affixed to the exterior wall of any structure, c) is located in or on any lawn or landscaped area outside of any structure, or d) is otherwise placed, affixed or located outside the exterior walls of any structure.

LIQUOR LICENSED ESTABLISHMENT: An establishment for which a license has been issued under the Colorado beer code, the Colorado liquor code or for which a special events alcoholic beverage license has been issued.

NOISE: Any sound which is unwanted or which causes or tends to cause an adverse psychological or physiological effect on human beings.

NOISE SOURCE: Any equipment, facility or device capable of emitting sound beyond the property boundary of the property on which it is located.

PERSON: Any individual, firm, association, organization, partnership, business, trust, corporation, company, limited liability entity, contractor, supplier, installer, user, owner or operator, including any municipal corporation or its officers or employees.

PUBLIC SPACE: Any real property or structure on real property owned by a governmental entity and normally accessible to the public, including, but not limited to, parks and other recreational areas.

REAL PROPERTY BOUNDARY: An imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person or a public right of way boundary.

RESIDENTIAL NOISE ZONE: That portion of the town of Frisco indicated as the "residential noise zone" in the noise zone map, a copy of which is marked Exhibit A, attached to Ordinance No. __, Series of 2018 available for inspection in the office of the town clerk and incorporated herein by reference. Unless otherwise determined by the town council, any real property annexed to the town after the effective date of this chapter shall be presumed to be located in the town's residential noise zone even though not indicated on the noise zone map.

NOISE ZONES: The portions of the town which are defined as the "commercial noise zone" and the "residential noise zone" in this section.

___ NOISE MEASUREMENT:

For purposes of determining and classifying any noise under this chapter, the following requirements shall be applied:

- A. All noise within the town shall be measured at the approximate property boundary of the affected property. No minor variation from the requirements of this subsection shall affect the validity of a noise measurement.
- B. Noise emanating from a public right of way shall be measured at least twenty five feet (25') from the noise source.
- C. The noise shall be measured on the A-weighted scale set on "slow" mode using a sound level meter having characteristics defined by the American National Standards Institute A sound measurement taken with a sound level meter shall be taken in accordance with the manufacturer's recommendations.
- D. In all sound level measurements, consideration shall be given to the effect of the ambient noise level at the time and place of such sound level measurement.

___ MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY:

No person or group of persons shall create or cause to be created any continuous, regular or frequent source of sound that at the point of measurement exceed the maximum permissible sound level for the noise zone of the affected property. The sound shall be measured in accordance with the requirements of Section____, Noise Measurement _ of this chapter. When a noise source can be identified and its noise measured in more than one of the noise zones, the limits of the most restrictive noise zone shall apply at the boundaries between the different noise zones.

MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY

Town Noise Zone	7:00 A.M. To Next 11:00 P.M. (In Decibels)	11:00 P.M. To Next 7:00 A.M. (In Decibels)
Commercial Noise Zone	70	65
Residential Noise Zone	55	50

___ EXTERIOR LOUDSPEAKERS OR AMPLIFIERS:

- A. It shall be unlawful for any person to use or operate an exterior loudspeaker or amplifier to emit amplified music at or from a commercial establishment anywhere within the town under any of the following circumstances:

- 1. At or from a location other than an exterior deck, patio or balcony of a

restaurant or liquor licensed establishment;

2. Between the hours of ten o'clock (10:00) P.M. of one day and eight o'clock (8:00) A.M. of the following day;
 3. When the deck or patio of the restaurant or liquor licensed establishment at which such speaker is located is not open for public use; or
 4. When the use or operation of such exterior loudspeaker or amplifier creates a sound level in decibels which exceeds the limits set forth in Section ____, Maximum Permissible Noise Levels, Generally, of this chapter. The provisions of Section ____, Noise Measurement of this chapter shall apply to the measurement of noise from an exterior loudspeaker or amplifier under this section.
- B. Nothing in this section shall prohibit the use of an exterior loudspeaker or amplifier to emit amplified music from a live musical performance.
- C. An employer is legally accountable for the conduct of such person's employees which occurs in the course and scope of such employment and which violates the provisions of this section. It shall be conclusively presumed that such conduct was caused to be done, requested, directed or authorized by the employer as part of the employee's duties.
- D. At all times when an exterior loudspeaker or amplifier is used to emit amplified music from the deck or patio of a restaurant or liquor licensed establishment, the owner of the premises (if the premises is a restaurant) or the licensee thereof (if the premises is a liquor licensed establishment) shall designate one employee on the premises to be responsible for complying with the requirements of this section.

___ RADIOS, MUSICAL INSTRUMENTS AND SIMILAR DEVICES:

It shall be unlawful for any person in a public space to use or operate a radio, stereo, tape player, compact disk player, musical instrument or similar device that produces or reproduces musical sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passersby.

___ USE OF SOUND FOR ADVERTISING:

It shall be unlawful for any person to use or operate any loudspeaker or sound amplifying equipment, or any radio, stereo, tape player, compact disk player, musical instrument or similar device that produces or reproduces musical sound, for the purpose of commercial advertising or attracting the attention of the public to any person, place or structure for a commercial purpose.

___ EXEMPTIONS:

The following shall be exempt from the provisions of this chapter:

- A. The use of property by the state of Colorado, any political subdivision of the state, including, but not limited to, the town. This exemption shall include all events staged on public property or private property used in conjunction with a public event, regardless of the sponsor of such event.
- B. The use of property for the purpose of manufacturing, maintaining or grooming snow.
- C. Sound made pursuant to a permit issued by the town manager in accordance with the provisions of Section ___ of this chapter.
- D. Except as provided in Section ___ of this chapter, sound made by safety signals and warning devices; sound resulting from any emergency vehicle when responding to an emergency call or acting in time of emergency; and sound produced in connection with "emergency work" as defined in Section ___ of this chapter.
- E. Sound emitted from houses of religious worship, ice cream trucks, or comparable use.
- F. Sound emitted from an emergency signaling device, including, but not limited to, a fire alarm, burglar alarm, or similar emergency signaling device, during a bona fide emergency.
- G. Sound resulting from reasonable activities conducted on public playgrounds and public or private school grounds, conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, playground use, athletic events and school entertainment events.
- H. Any noise which the town is prohibited from regulating under the federal noise control act, 42 USC sections 4916-17.

___ PERMIT TO EXCEED LIMITS; APPEAL:

- A. Any person desiring to obtain a permit to exceed the noise levels designated in this chapter may make an application to the town manager. The town manager shall have the authority to grant a permit to exceed the maximum permissible noise levels designated in this chapter in accordance with the provisions of this section. In determining whether to grant a permit under this section, the town manager shall give consideration to: 1) the time of day that the noise is proposed to be created, 2) the duration of the proposed noise, 3) the loudness of the proposed noise relative to the required limits, 4) whether the proposed noise is temporary or continuous in nature, 5) the extensiveness of the proposed noise, and 6) the technical and economic feasibility of bringing such proposed noise source into conformance with the

provisions of this chapter. The town manager may prescribe any reasonable conditions or requirements on the permit which the town manager deems necessary to minimize the adverse effects upon the community or the surrounding neighborhood, including, but not limited to, specific decibel limitations, limitations on time(s) and location of the noise source, and equipment limitations or requirements. Any permit granted by the town manager under this section shall be effective only for the location and times designated within the permit, and shall be further subject to such conditions as may be set forth in such permit. There shall be no charge for an application submitted to the town manager under this section.

- B. An applicant for a permit under this section whose application has been denied or who disagrees with the conditions imposed upon such permit by the town manager may appeal such denial or imposition of conditions to the town council. A request for an appeal shall be submitted in writing to the town manager not later than seventy two (72) hours after the denial of the application or the granting of the permit containing the condition(s) to which the applicant objects. The request for appeal shall specify the grounds for the appeal. Such appeal shall be heard and decided by the town council at the next possible regular town council meeting following the submission of the request for appeal, considering the timing of the request in order to provide information about the request to the council in time. . In deciding an appeal, the town council shall consider only the factors set forth in subsection A of this section.

___ **STRICT LIABILITY:**

The violation of any provision of this chapter is a strict liability offense.

___ **ENFORCEMENT:**

- A. The police chief shall have the primary responsibility for the enforcement of the noise regulations contained herein. Nothing herein shall prevent the police chief from obtaining voluntary compliance by way of warning, notice or education.
- B. If a person's conduct would otherwise violate this chapter and consists of: 1) speech or communication, 2) a gathering with others to hear or observe speech or communication, or 3) a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political or religious questions, the person must be ordered to, and have the opportunity to, move, disperse, or otherwise remedy the violation prior to arrest or a citation being issued.

___ **PENALTY:**

- A. It shall be a misdemeanor offense for any person to violate any provision of

this chapter. Any person convicted of having violated any provision of this chapter shall be punished as set forth in Chapter 1, General Provisions, Article 1 of this code.

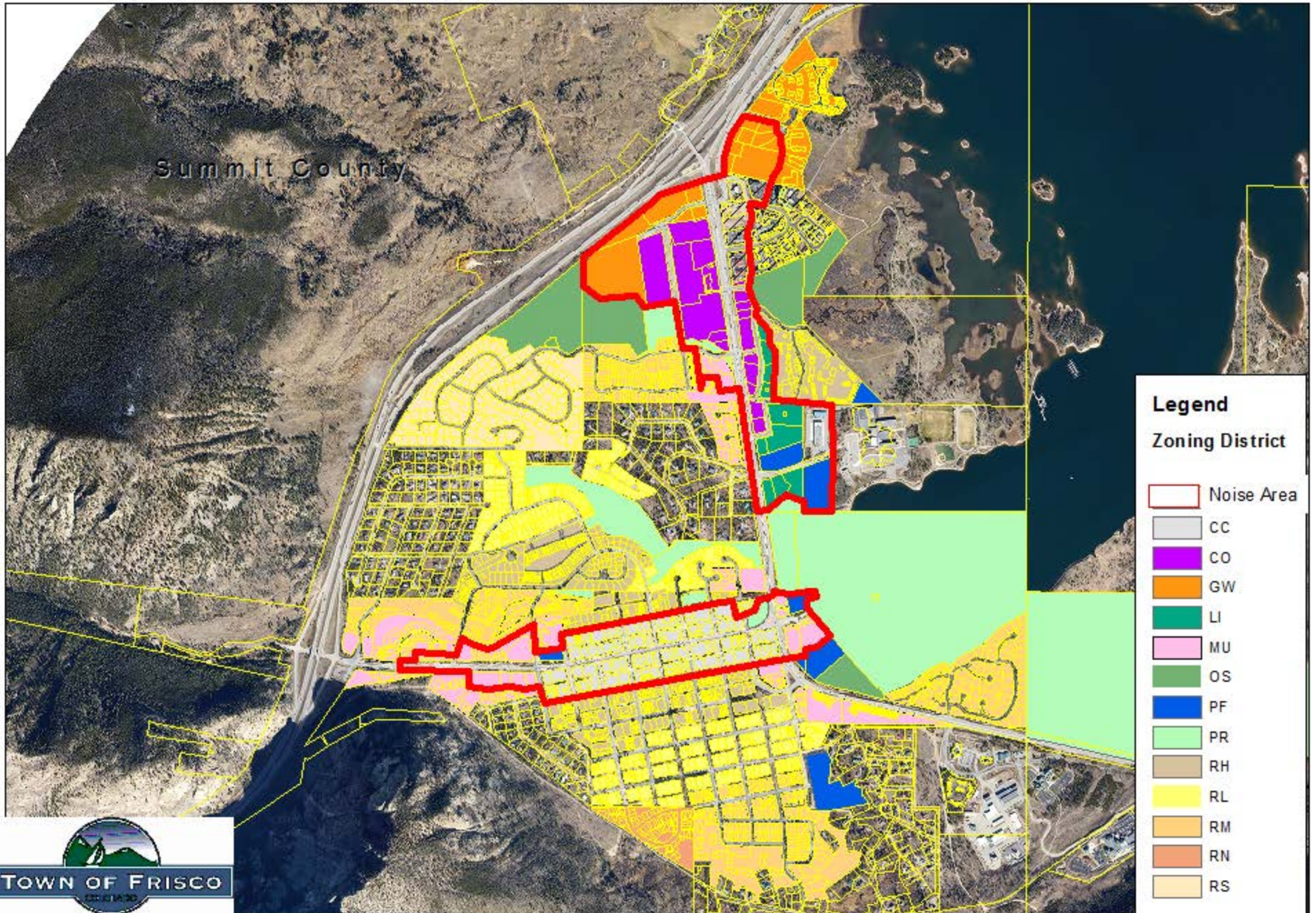
- B. Each occurrence of a violation, or, in the case of a continuous violation, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

___ COURT ORDERED ABATEMENT:

The violation of any provision of this chapter is declared to be a nuisance. In addition to other remedies available to the town, the town may commence an action pursuant to Section ___ of this code to enjoin the alleged violation of this chapter, or to authorize and compel the removal, termination or abatement of such violation.

DRAFT Noise Areas

Commercial Noise Area delineated in red;
all else Residential Noise Area



This map is for display purposes only. Do not use for legal conveyance. This map is not survey accurate and should not be used for such. ©2018 Town of Frisco

0 0.1 0.2 0.4 Miles



Noise Meter Readings in Decibels – Frisco 8/8/18, 12 – 1:30 p.m. and +/- 6 p.m.

(Conditions: August 8, 2018, +/- 12 – 1:30 p.m. sunny, characteristically busy summer day in Frisco with many people on sidewalks, high occupancy outside dining, high occupancy of parking spaces (+/- 85%), and high traffic on Main Street, early concert evening was clear.)

Frisco Main Street sidewalk ambient noise	53-55
Fan inside retail store (from 3 feet)	59
5 th Ave. Grill <u>on</u> patio (no music), talking	64
5 th Ave. Grill <u>on</u> patio (with music)	62-65
5 th Ave. Grill with music (from sidewalk)	58-60
5 th Ave Grill location (no music, from sidewalk)	61-66 (traffic/ambient noise)
Colisco w/ amplified music at window @ 3 feet	75-80
Colisco w/ music from across street	55-57
Thursday night concert @ site	83-87
Thursday night concert across street	74-78
Thursday night concert MC with microphone @ site	81
Foote's Rest amplified music under tent	77-80
Foote's Rest music (from sidewalk)	59-61
Main Street (in the street lane near Foote's Rest)	63-68 (traffic/ambient noise)
Human yelling level to someone across street	80
Bus idling @ 20 feet	76-80
Harley Davidsons on Main from sidewalk	86-88
Large diesel truck acceleration (going thru gears)	73-79
Truck horn on Main from sidewalk	63

Other Municipal Code Decibel Levels and Time Limitations

City	Commercial Zone Daytime Noise Limit	Commercial Zone Nighttime Noise Limit	Nighttime start time	Notes
Carbondale	65	55	8 PM	
Breckenridge	70	65	11 PM	
Summit County	70	65	11 PM	
Steamboat Springs	65	60	10 PM	
Crested Butte	70	60	11 PM	
Aspen	65	60	11 PM	
Boulder	65	60	8 PM	
Ft. Collins	60	55	10 PM	
Denver	65	60	7 PM	
Colorado Springs	60	55	10 PM	
Park City	65	65	10 PM	Above 65 considered "excessive"
New Orleans, La	65 L10 level, 75L Max	60 L 10 65 L Max	10 PM	See * Below
Miami, FL	Max 65*	Max 65*	24 hrs.	See ** Bellow
Portland, OR	70	70	24 hrs.	60 if receiving property is residential

*Sound level may not exceed ambient background by more than 5dBA

**L10 is the A-weighted sound pressure level which is exceeded ten percent of the time in any measurement period. The measurement period shall not be less than ten minutes when measured at or beyond the property boundary of the receiving land use category (example L 10 is the sound level that is exceeded a total of 1 minute in a ten minute period).

Note: Many cities and towns prohibit excessive, loud, or unusual noise but do not specify a decibel level leaving the responding agency to make a subjective determination.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: MARKETING AND SPECIAL EVENTS DEPARTMENT
DATE: AUGUST 14, 2018

Public Relations: Summer coverage continues with an events and a community issue focus.

- Family Circle reached out in April 2018 to find out what the 2019 BBQ dates would be so they could feature the 2019 BBQ Challenge in the July issue of *Family Circle*. It's mentioned in the front-of-book (table of contents), as well as in a feature on festivals nationwide. The story is also online [here](#). *Family Circle* editorial covers personal finance, parenting, physical fitness, interpersonal relationships, fashion and beauty. Circulation is 3.4 million.
- 2018 Sunset Travel Awards included the Colorado BBQ Challenge as a runner-up in the Food + Wine category. Being included as a runner-up is still a great honor and provides the Challenge with excellent reach both in print and online. The full award results have been posted online [here](#) . For reference, *Sunset Magazine* has a circulation of 1,262,532 and Sunset.com reaches 1.17 million unique monthly visitors.
- AAA EnCompass featured Frisco's Fabulous 4th of July in their July/August events section with a photo Frisco supplied from Todd Powell's library. EnCompass is written for the members of AAA Colorado. It contains information on regional, national and international travel destinations, regional recreation opportunities and light, consumer-oriented automotive topics. It has a circulation of 390,000.
- Frisco hosted a writer from Honest Cooking during the BBQ Challenge, and as a result, she did two stories. "[Frisco, Colorado: Why We Love Mountain Towns in the Summer](#)", which is an in-depth piece, and it calls out several businesses, as well as the BBQ Challenge. The second article was "[Our Favorite 4th of July Food \(and Beyond\) Happenings](#)", which highlighted their favorite 4th of July happenings around the country, and Frisco was in good company with New York City and Sonoma.

Honest Cooking is an international online culinary magazine, which covers cooking and

recipes, food news, culinary travel and culinary culture in general. It has a reach of more than 676,000 unique monthly visitors.

- Frisco also hosted a writer from Fodor's Colorado guide in June 2018. The updated guide will be released in spring 2019.
- In an effort to provide some relief for businesses and residents with persistent cellular issues, staff reached out to Channels 9 and 4 for some coverage on cellular issues. Both stations covered with their mountain reporters: <https://denver.cbslocal.com/2018/08/01/verizon-frisco-cell-phone/> and <https://www.9news.com/article/news/local/frisco-experiencing-problems-with-cell-phone-service/73-579317448>.

Bike to Work Day Marketing Support: Because of the Town's continuing commitment to multi-modal transportation, staff has stepped up support for the countywide Bike to Work Day by utilizing the CDOT provided artwork to customize posters, ads and bike stop banners (which can be reused each year), placing and paying for Summit Daily ads and printing all Bike to Work Day posters. Staff also translated posters into Spanish and designed and printed this version. The project was a collaboration between PANTS and Town of Frisco Human Resources and Marketing. In 2017, there were 313 participant stops at bike stations, and in 2018, there were 593 participant stops. Staff plans to continue to improve our support of this effort to encourage bike commuting.

Special Events:

- **July 4th** saw reduced float numbers in the parade; less fishing derby participants; and a much mellower evening concert at the Marina. Staff believes that this is likely due a lack of fireworks. The parade had about 20 less floats, but was still 1 hour long. The fishing derby was moved to an 8am start from 9am in the hopes that there might be fewer participants and more fish caught. This calculation paid off with 177 participants (222 in 2017) and 57 fish caught (5 in 2017!). Gore Range Chapter of Trout Unlimited and Colorado Parks and Wildlife (stocked the pond as they do each year) collaborated on this event.

Staff is looking at providing more animation on Main Street in 2019, post parade through the evening concert, with participatory activities that include a music and sports focus. These activities will be planned to keep people engaged on a closed Main Street to encourage visitation to local restaurants and retailers. Also, staff will do more PR around what it means to participate in the parade, as staff has heard that people don't understand that anyone can participate in the parade with creative and interesting floats. Staff has also revamped the parade prize categories with the help of this year's judges to encourage more participation and clearer judging. Staff will continue to look for opportunities to host a marching band, but despite reaching out to Breckenridge to co-host and contacting state and national marching band associations through the years, marching band participation has been difficult to secure.



- **Concerts in the Park** have seen robust crowds due to good acts, solid weather and the legacy of this series. The pilot project street closures on Main have proven to be very successful, and therefore, are continuing into the busiest 2 concerts in August. FIRC recently wrote about their opportunity to benefit from beverage sales and about the new set up: "Last night's concert was awesome! Wow! Your new setup really changed things. We sold twice the amount as past years. We sold \$4,292 in beverages/tips and the Bag Project made \$200 in sales totaling \$4,492. I'll have more volunteers and a bigger cash drawer next year so we can have more lines for sales to help the line. Thank you again for you allowing us to be part of this awesome community event."

Frisco/Copper Visitor Information Center: Visitor numbers for July 2018:

- The Information Center saw 11,156 visitors in July 2018 (9,280 in July 2017).
- The Information Center answered 385 phone calls in July 2018 (317 in July 2017).
- Public computer use- 148 in July 2018 (102 in July 2017)
- New to the monthly reports starting in January 2018, the Information Center is tracking restroom usage.

- Men’s restroom usage: 8,718 users from July 1-31
- Women’s restroom usage: 10,506 users from July 1-31
- Guest comment highlights: “Great place to settle.” “Beautiful bike trails” “The best place for the 4th!” “Great info friendly folks!” “Love your Frisco hospitality!” “Smiling! Most helpful!”
- Visitor numbers were up by 20% for July 2018 compared to July 2017, and these were the highest number of visitors the Information Center has seen for any month since 2005. Also, the Information Center broke a six year record for daily walk-in visitors on July 4th, helping 553 visitors.

Walk in Visitors 2013-2018

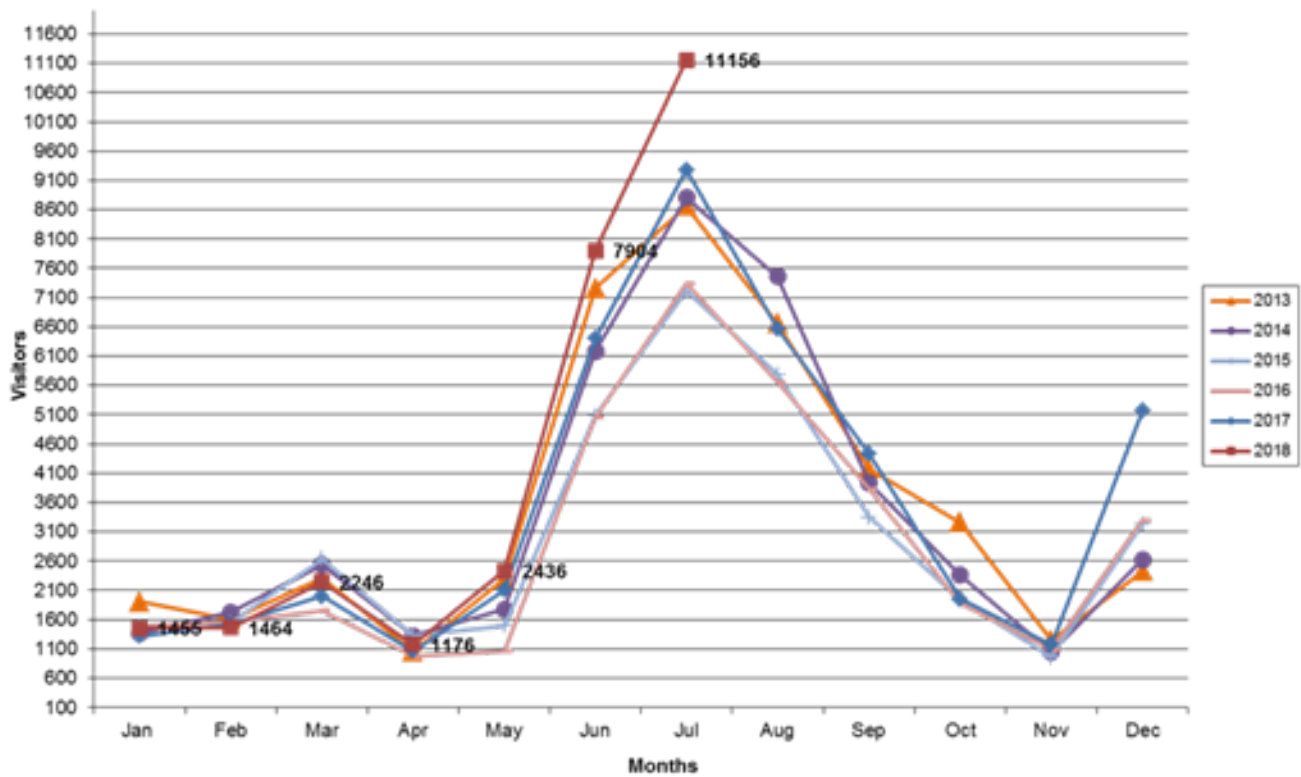


Table Lists - New Monthly Business Report

own of Frisco

Report Criteria:

Business.License status = "Active"

Business.Year opened = "July 2018"

Business.Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
	Debra Wrage	Wrage, Debra and Jon	200 Granite Street #217	Frisco	720-219-6552	Vacation Rentals
	Fine Fresh & Funky	Lecklitner, Kelly	310 Main Street Unit C&D / H&I	Frisco	970-389-4015	Retail - Clothing
	JTN LLC	Engle, Stephen and Jacline	310B Creekside Drive	Frisco	970-390-6850	Vacation Rentals
	LED Specialties	Gilbert, James	101 West Main Street	Frisco	970-368-4394	Retail - HomeImprove
	Lisa and John Swift	Swift, Lisa and John	307 Granite Street Unit C	Frisco	303-220-0183	Vacation Rentals
	Michael Foster	Foster, Michael and Jennifer	735B Meadow Drive	Frisco	203-417-8787	Vacation Rentals
	Rocky Mountain Select	Bartow, Bruce	313 Main Street	Frisco	208-521-7469	Retail - Gifts
	Studio B Dance Center	Hitchell, Lauren	101 Third Avenue Unit C	Frisco	970-333-4366	Recreation
	Summit County Yoga Project	Hitchell, Lauren	101 Third Avenue Unit C	Frisco	815-345-1610	Recreation
ut	Access Products	Lutsch, Leslie	4192 Center Park Drive	Colorado Springs	719-591-9660	Retail - Office
ut	Altitude Collection	Roth, Robert	45 West 25th Street 5th Floor	New York	479-277-1182	Retail - General
ut	Broomfield Sign Co	Altitude Collection	7245 West 116th Place	Broomfield	303-464-0644	Retail - HomeImprove
ut	Buffalo Filter	Dobie, John	5900 Genesee Street	Lancaster	716-835-7000	Health/Beauty
ut	Colorado Commercial Roofing	Kane, Nicole	4200 North Weber Street	Colorado Springs	719-466-3441	Retail - HomeImprove
ut	Colorado Construction & Restorati	Barnes, Mark	6535 South Dayton Street Ste 167	Greenwood Village	720-449-2662	Retail - HomeImprove
ut	ColoradoCrete	Lucins, Joel	4936 Monaco Street	Commerce City	303-227-0777	Retail - HomeImprove
ut	Danici Electric	Stern, Eric	127 Windwood Circle	Breckenridge	970-390-4866	Retail - HomeImprove
ut	Gazebo Disc Golf	Danici Electric	8582 Dover Circle	Arvada	720-435-7380	Recreation
ut	Locals Choice Plumbing & Heatin	Gazebo Disc Golf	727 Deerpath Road	Dillon	970-468-8582	Retail - HomeImprove
ut	Mountainside Comfort Systems	Godzak, David	265 Dillon Ridge Road Ste C#550	Dillon	720-364-0890	Retail - HomeImprove
ut	Ooma	DeVoy, William and Jessica	525 Almanor Avenue Suite 200	Sunnyvale	405-755-8177	Utility
ut	Residential Systems	Ooma	7661 Shafter Parkway	Littleton	303-277-9983	Retail - HomeImprove
ut	Restek Corporation	Leo, Travis	110 Benner Circle	Bellefonte	800-356-1688	Retail - General
ut	Rocky Road Masonry	McGregor, Alex and Laura	306 Kestrel Lane	Silverthorne	970-485-2770	Retail - HomeImprove
ut	Rodan and Fields	Newman, Chris	60 Spear Street	San Francisco	415-780-2806	Health/Beauty
ut	S2M Construction Co	Miller, Scott	282 Center Drive	Glenwood Springs	970-945-1174	Retail - HomeImprove
ut	Sierra Blanca P&H	Wiescamp, Peter	603 6th Street	Blanca	719-379-2770	Retail - HomeImprove
ut	Straightline Painting	Wiescamp, Peter	75 Stoner Drive	Dillon	970-485-0652	Retail - HomeImprove
ut	Trimark Mariann	Lane, Bert and Nancy	6100 West 73rd Street	Bedford Park	708-496-1700	Retail - Office
ut		Siegel, Mike				

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
JULY 24, 2018**

Mayor Wilkinson called the meeting to order at 7:00 p.m. Town Clerk Deborah Wohlmuth called the roll.

Present: Jessica Burley
Hunter Mortensen
Deborah Shaner
Gary Wilkinson

Absent: Dan Fallon
Rick Ihnken
Melissa Sherburne

Public Comment:

There was no public comment.

Council Comment:

There was no Council comment.

Consent Agenda:

Minutes July 10, 2018 Meeting
Purchasing Cards
Warrant List
Residential Housing Restrictive Covenant and Notice of Lien; Coyote Village Townhome Lots for Frisco Workforce
Contract for Goods and/or Services for A to Z Recreation

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECOND, COUNCIL MEMBER BURLEY. VOTE:

BURLEY	YEA	SHANER	YEA
FALLON	ABSENT	SHERBURNE	ABSENT
IHNKEN	ABSENT	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

New Business:

Agenda Item #1: Withdrawal of Retail 3.2% Off Premise Beer License – Whole Foods Market Rocky Mountain / Southwest L.P. dba Whole Foods Market

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO WITHDRAW THE RETAIL 3.2% OFF PREMISE BEER LICENSE – WHOLE FOODS MARKET ROCKY MOUNTAIN / SOUTHWEST L.P. DBA WHOLE FOODS MARKET. SECOND, COUNCIL MEMBER SHANER. VOTE:

BURLEY	YEA	SHANER	YEA
FALLON	ABSENT	SHERBURNE	ABSENT
IHNKEN	ABSENT	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

Adjourn:

There being no further business, the meeting adjourned at 7:02 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BONNIE MOINET, FINANCE DIRECTOR
RE: SUMMIT COUNTY PRESCHOOL REQUEST FOR REALLOCATION OF 2018 GRANT AND REQUEST FOR ADDITIONAL 2018 GRANT – ROOF REPLACEMENT
DATE: AUGUST 14, 2018

Summary: As you know, Council approved a \$30,000 grant in the 2018 budget for Summit County Preschool (SCP) to make improvements to their playground. Another capital project, however, has risen to a higher priority and SCP is requesting this grant be reallocated to that project and is requesting an additional \$35,000 so the project can be completed immediately.

Background and Analysis: The Preschool discovered the loss of many shingles from their roof, due to the high winds experienced this past winter. Rather than continued roof repairs, a contractor who inspected the roof is recommending replacement so that further damage does not continue. SCP obtained quotes and the low bid from a local contractor is \$65,000.

Staff Recommendation: Staff recommends Council approve reallocation of the 2018 grant of \$30,000 to Summit County Preschool and authorize an additional grant of \$35,000 for roof replacement.



July 18, 2018

Dear Randy,

Thank you for our recent conversation regarding our facility needs. As indicated, I am continuing to seek grant dollars for our playground project to add to the Town's gift of \$30,000, however, the process is slow and in the mean time, we have encountered a more pressing need.

This past winter, we discovered, was especially hard on our roof. Due to the major wind we experience, we lost many shingles from all over our roof. I have had a number of contractors inspect our roof and the conclusion is that due to the high percentage of shingles lost, it is recommended that we replace our roof rather than repair. There is no doubt we will continue to lose shingles based on their age and on general wear and tear. It makes financial sense to replace rather than to continue repairing.

With that being said, I am requesting to reallocate the \$30,000, which was granted for the playground, and use it towards a roof replacement. I am also requesting an additional \$35,000 to complete the project. This request would cover the lowest bid, which is actually from one of our local roofers.

I am aware that this request is out of the ordinary ask cycle and an unexpected inquiry of Council, especially since the 2018 budget appropriations are spoken for. The Town of Frisco has been so very generous and supportive of Summit County Preschool, so I first wanted to inform Council of our predicament, and second, provide Council the opportunity to consider our current situation.

Thank you for your assistance in sharing this request with Council. As always, I invite you, the Mayor, and Council to stop over anytime to visit with our children and staff. I look forward to hearing from you soon.

Very Sincerely,

Kimberly Theller, Executive Director
Summit County Preschool



To: Town of Frisco Council Members
From: Kimberly Theller, Executive Director of Summit County Preschool
RE: Financial Presentation to Council August 14, 2018

- A. Statement of Need-Staff Wages and Facility Improvements
 Budget Information
- B. Statewide Initiatives
 - 1. Town of Breckenridge
 - SCP Statistics-85 children enrolled
 - Infant/Toddler tuition-\$63.50-\$71.25/Day
 - Preschool Tuition-\$57.00-\$63.50/Day
 - Staffing-22 Total-19 Full Time, 3 Part Time
 - 20 have credentials
 - 9 have Bachelor's Degrees
 - 4 have Associate's Degrees
 - Average hourly pay=\$17.00/hour
 - (Includes TOF SS and ECO SS Grant)
 - * Scholarship Dollars (for families) Provided through The Summit Foundation and Temple Hoyne Buell Foundation
 - 2. San Miguel County- property tax; programming similar to Right Start
 - 3. Estes Park
 - 4. Aspen
- C. Right Start Initiative-For SCP, this means Salary Supplements, Educational Scholarships, Quality Improvement Funding
- D. Capital Improvement Plan

*"We talk about leaving a better world to our children,
But we forget about leaving better children for our world...
Be kind to them so they will be kind...
Respect them so they will learn to respect...
Enjoy them so they will feel valuable...
Protect them so they will feel safe...
Trust them so they will grow confident...
Guide them so they will find their way...
And free them so they will become who they are meant to be."
LR Knost*

Tuition Assistance what is it and how it works

Since 2007, the Town of Breckenridge has provided over \$6.5 million to the Tuition Assistance Program to support local families and workforce. Breckenridge recognized that without access to affordable, quality early childhood care and education, parents could not be part of the vital workforce and contribute to the community

Affordable Tuition & Living Wages

Each spring we offer families the opportunity to apply for Tuition Assistance. This is needs based shared responsibility program where applicants are required to complete an extensive application. They provide appropriate documentation to support the details of their application which includes personal details, a complete listing of jobs and income sources, work schedule, the previous year's taxes, employer verification of income and schedule, assets and liabilities, proof of their child's citizenship and along with paystubs, W-2s and proof of residency in Summit County.

These applications are reviewed by the Child Care Assistance Team. Eligibility and assistance levels are based on gross income, place of residence and the amount of care a family uses. Using these data points they are applied to an established sliding scale which then determines a family's daily co-pay for the child care they use in that month. By using a daily co-pay there are no free days of childcare once a family has met the spending threshold. All families pay a minimum of 13% of their income on care before receiving any assistance.

Because of our Tuition Assistance program and Invest in Teacher our schools have been able to support higher wages for our teachers which in turn leads to retention. With retention and training of teachers we ensure the delivery of high quality programs for our young learners. The majority of our teachers have degrees as well as Early Childhood Education Credentials and make an average of \$16.00/hour. The job comes with few benefits which is an area we are continuing to work on.

Child Care and Affordability Examined

Our program is based on the premise that families should expect to pay between 13—16% of their gross income on Child Care. After reaching that threshold the Town provides assistance to cover the additional costs.

For eligible families receiving Tuition Assistance the average monthly assistance is \$463/Month. The Average Family Co-pay which is the family out of pocket costs for tuition is \$716/Month. On average families use about 3.87 days of care per week.

Tuition Assistance By the Numbers

250 Children in Care at 4 Schools

Infant Toddler Tuition \$75—\$79/Day
Over \$19,500 per year for full time care

Preschool Tuition: \$62 - \$70/Day
Over \$18,200 per year for full time care

60% of the Children eligible for
Tuition Assistance

Average Family Income for
Families with Tuition Assistance = \$86,486
This is just over 90% of the AMI
for a family of 4

35% of Families receiving Tuition
Assistance are considered
low income by HUD



About Kids First



Kids First is your local resource for early childhood education; we are also your connection to regional, state, and national efforts to support young children and their families.

Kids First began in 1990, and is funded by a dedicated sales tax in the City of Aspen. That tax is .45% and supports affordable housing and childcare. This amounts to less than half a penny for every dollar spent in Aspen. Childcare receives a portion of this tax fund.

The tax has been renewed 3 times by the voters, and is in place until 2038. Kids First is a department of the City of Aspen. We have a community based advisory board that helps us respond to community needs and makes recommendations to the Aspen City Council.

Capital Campaign Initiative



	Short Term	Estimated Cost	Notes
Infant Room	Cabinet Replacement		
One Year Old Room	Cabinet Replacement		
Two Year Old Room	Cabinet Replacement Storage Cabinets		
Mixed Toddler Room			
Mixed Preschool Room	Cabinet Replacement Storage Cabinets		

Long Term

Estimated Cost

Notes

Doors/Lock Replacement
Light Fixture Replacement

Doors/Lock Replacement
Light Fixture Replacement

Doors/Lock Replacement
Light Fixture Replacement

Tile Repair
Floor Replacement in Bathroom
Doors/Lock Replacement
Light Fixture Replacement
Painting in Bathroom

Doors/Lock Replacement
Light Fixture Replacement

Faucet Replacement

Four Year Old Room

Cabinet Replacement
Storage Cabinets

Interior

Lobby Repainted
Smoke Detector Replacement

Exterior

Roof Replacement \$70,000 Turner Morris
Fence Replacement \$47,000 Strategic Fence
Playground Project \$85,000 Preschool Only

ECHO Grant-\$10,000
Healthy Beginnings Grant

Drainage Curb
Landscaping
Stain Building

Kitchen

Dishwasher Replacement

Laundry

Doors/Lock Replacement
Light Fixture Replacement

Furnace Replacement
Front Door Sets Replacement
Security System
Plumbing Inspection

\$35,000 Wieronski

Faucet Replacement
Sink Replacement

Complete F Rehaul (floor, storage, painted)
Replace washer and dryer

Grant Opportunities

Temple Hoyne Buell

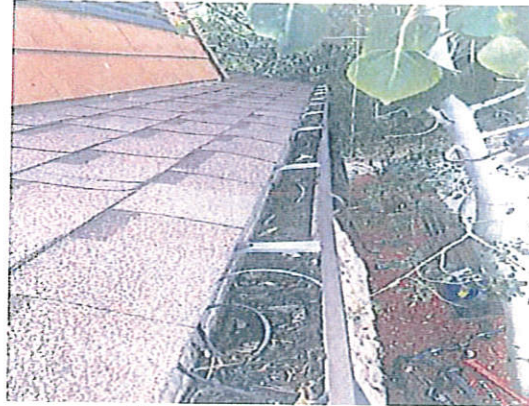
The Summit Foundation

Qcap

*Roof Assessment
July 2018*



Loose gutter



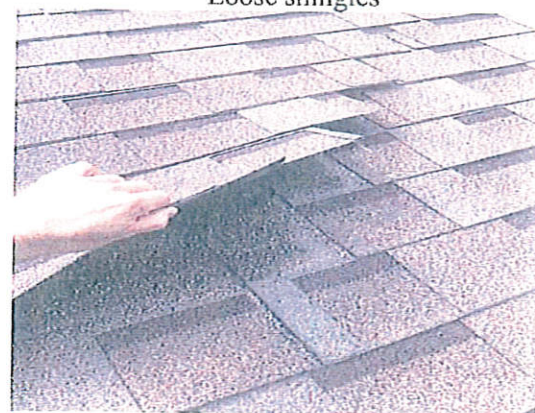
Gutter needs to be cleaned



Missing shingles



Loose shingles



Roof Assessment
July 2018



Loose shingles



Missing shingles



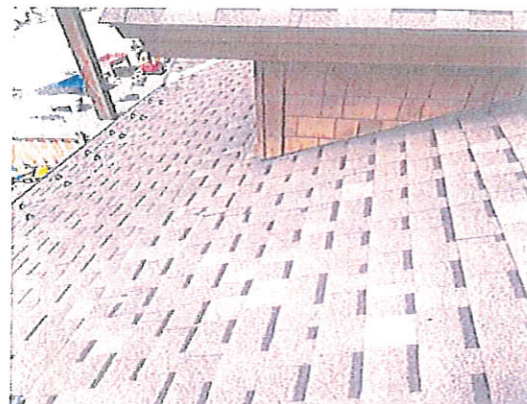
Missing shingles



*Roof Assessment
July 2018*

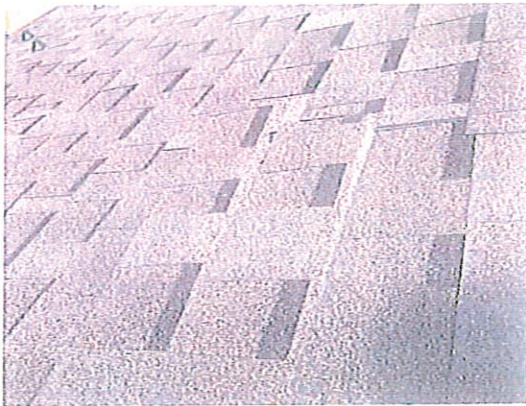


Missing 4 cap

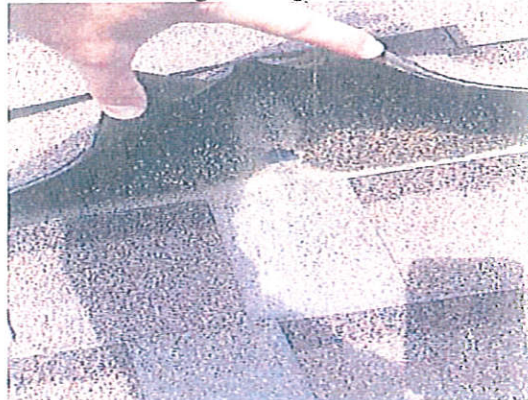
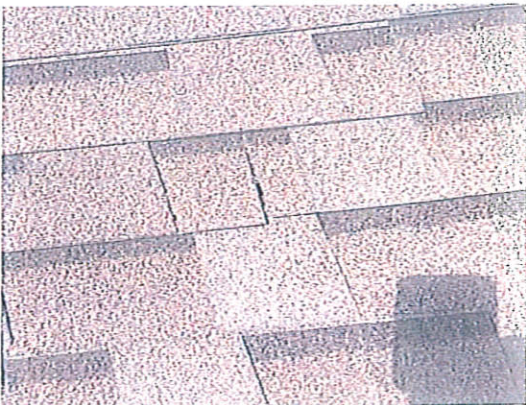


Loose shingles

*Roof Assessment
July 2018*



Damaged shingles this area



Missing ridge



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 18-13, FOR THE AWARD OF CONTRACT TO PAVEMENT MAINTENANCE SERVICES, INC. FOR PHASE ONE OF THE ALLEY PAVING PROJECT
DATE: AUGUST 14, 2018

Summary Statement: The Town of Frisco received two (2) bids for the above referenced project (bids attached). All bids included the required bid bond for 5 percent of the amount of bid along with the remainder of the required submittal documentation.

Background: The Town publically advertised for Request for Proposals for Phase One of the Alley Paving project starting on June 29, 2018. A mandatory pre bid conference was held on July 17, 2018, this conference included a site visit. Three companies attended the pre bid meeting, those being; Columbine Hills Concrete, A-Peak Asphalt Paving and Pavement Maintenance Services. A public bid opening was conducted on July 27, 2018 with two construction firms present, those being; Columbine Hills Concrete and Pavement Maintenance Services. A-Peak Asphalt Paving declined to submit a bid. As a reminder, phase one of this project includes the Teller Street Alley from 5th Avenue to 7th Avenue and Pine Drive Alley between Juniper Drive and 2nd Avenue.

Staff Analysis: Staff has analyzed the bid information from the two bids and has concluded that all procedures and requirements of the Request for Proposals issued have been met by both bidders. While we always attempt to utilize local contractors as much as possible, the Columbine Concrete bid was \$111,256 higher than Pavement Maintenance Services (PMS) bid as well as way over the budgeted amount of \$175,000. Pavement Maintenance Services initial bid of \$186,344.40 was also over our budgeted amount. We began discussions with PMS to value engineer the project and determine if there were any savings to be had. We negotiated the price down by \$4,000 with offering to haul and store the spoils from the project. With this change order, the new bid price is \$182,344.40. While this amount is still over budget by \$7,344.40 we believe that overage can be covered by the surplus in our pavement maintenance line item of our budget. The project is scheduled to last 45 days after they receive notice to proceed. An in depth public awareness campaign will begin immediately after approval of the contract as there will be substantial disruptions, at times, to the citizens within the project area as well as the general public.

Staff Recommendation: Staff recommends that Council approves Resolution 18-13, for the award of contract for Phase One of the Alley Paving project at a cost not to exceed \$182,344.40 (One Hundred Eighty Two Thousand Three Hundred Forty Four and 40/100 dollars) to Pavement Maintenance Services of Salida, Colorado.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 18-13**

A RESOLUTION FOR THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF PHASE ONE OF THE ALLEY PAVING PROJECT TO PAVEMENT MAINTENANCE SERVICES, INC OF SALIDA, COLORADO.

WHEREAS, the Town Council has determined that the phased project of paving the remaining dirt alley's is in the Town's best interest; and

WHEREAS, the Town Council has determined that all provisions of Bidding Procedures and Contract Formation as stated in Chapter 9, Section 3, Paragraph E of the Town of Frisco Code have been met; and

WHEREAS, the Town Council has determined that the staff recommendation for the award of the above stated contract will provide the best value to the Town; and

WHEREAS, there are sufficient sums of money budgeted in the Capital Improvement and General Funds for this contract award.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to enter into a construction contract for Phase One of the Alley Paving Project with Pavement Maintenance Services, Inc. of Salida, Colorado at a contract price not to exceed \$182,344.40. (One Hundred Eighty Two Thousand Three Hundred Forty Four and 40/100 Dollars)

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14th DAY OF AUGUST 2018.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

INVITATION TO BID

Notice is hereby given that the Town of Frisco (the "Town") will receive sealed bids for _____ until _____, __, 20__, at 5:00 p.m.

The specifications for the construction of _____ are currently available from The Town's Public Works Department offices at _____, Frisco CO 80443. Each bidder may obtain one set of specifications.

The Town reserves the right to reject any and all bids, and to make final determination in the event of duplications.

No bid may be withdrawn for a period of sixty (60) days after the date set for opening thereof.

There will be an optional pre-bid meeting on _____, _____, 20__ at ____ a.m./p.m. The meeting will be conducted at _____, Frisco, CO 80443.

Colorado labor shall be employed to perform the work for which bids are requested herein to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on such work, pursuant to C.R.S. § 8-17-101.

[The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five percent (5%) of the total bid amount be provided before the Town can accept or consider any bid.] The bid **[and the deposit or bond]** shall be filed with the Town Clerk, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work for which the bid is provided. **[Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.]**

Bids will be opened publicly at ____ a.m./p.m. on _____, _____, 20__, at _____, Frisco, CO 80443, and shall be tabulated by the Town.

Any questions regarding the project should be directed to _____, Project Manager, at (____) _____-_____ extension _____, or at the following e-mail address: _____

Bid results are usually available one hour after bid opening by calling (____) _____-_____ extension _____.

/s/ Deborah Wohlmuth, CMC
Town Clerk

DATE OF PUBLICATION:

PUBLISHED IN:

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 14th day of August, 2018, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and PAVEMENT MAINTENANCE SERVICES, a Colorado Corporation ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A". The Project is generally described as follows:

Earth work and Paving of the Teller Street Alley from 5th Avenue to 7th Avenue and the Pine Drive Alley from Juniper Drive to 2nd Avenue.

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished 45 days of the date of the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed **ONE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED FORTY FOUR 40/100 DOLLARS (\$182,344.40)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. 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 Summit County, Colorado.

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

6. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

7. Third Parties. There are no intended third-party beneficiaries to this Agreement.

8. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Town of Frisco, Public Works
Project Manager: Brad Thompson
P.O. Box 4100
Frisco, CO 80443

Contractor: Pavement Maintenance Services, Inc.
Chuck Murphy
P.O. Box 1228
Salida, CO 81201

9. 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.

10. Modification. This Agreement may only be modified upon written agreement of the Parties.

11. 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.

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

13. Rights and Remedies. The rights and remedies of the Town 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 Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- [B. Bid Form];**
- [C. Bid Schedule];**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda ___ through _____.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the “Scope of Work” provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;

- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

- A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.
- B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

- A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.
- B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.
- C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

- A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.
- B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs 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 or the Scope of Services 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall

include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is

satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a “notice of final payment” in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether “notice of final payment” is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town

Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of

the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

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

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from

Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Brad Thompson
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and

proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of _____, 20__, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

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

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not

received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager: Brad Thompson
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

By: _____

Title: _____

PRINCIPAL

By: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Date

Re: _____

Dear _____:

Thank you for submitting a bid for _____.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for _____.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return both to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the two (2) executed copies of the Construction Agreement, the Town will execute both, then one fully executed original will be returned to you.

Should you have any questions, please call me at (____) ____ - _____.

Sincerely,

Title: _____

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning _____.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within _____ days from the date of this letter.

Should you have any questions, please call me at (____) ____-____.

Sincerely,

Title: _____

COLORADO BID BOND

BOND NO.
AMOUNT OF BOND: \$

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____, a corporation
duly organized under the laws of the State of _____, having its principal place
of business at _____ in the State of
_____, and authorized to do business in the State of Colorado, as SURETY, are
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of
_____ DOLLARS (\$ _____), for the payment of
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the
PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal
Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and
Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms
prescribed in the Contract Documents, and deliver the certificates of insurance required by the
Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a
penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact



Town of Frisco Public Works Department

P.O. Box 4100 • Frisco, Colorado 80443

TOWN OF FRISCO REQUEST FOR PROPOSALS

The Town of Frisco is accepting proposals for Earth Work and Paving of the Teller Street Alley from 5th Avenue to 7th Avenue and the Pine Drive Alley from Juniper Drive to 2nd Avenue.

All proposals are due no later 2:00 PM July 27, 2018.

All proposals shall be sealed and delivered to the Town of Frisco, PO Box 4100,102 School Road Frisco, CO 80443.

A mandatory site visit will be held on July 17, 2018 at 10:00 AM at 5th Avenue and Teller Alley then immediately following, a site visit to Pine Drive.

A proposed schedule showing the start date and weekly expectations of work throughout the project is required before work begins.

Scope of Work:

- Mobilization
- Traffic Control
- Erosion Control
- Construction Survey
- Export Surplus Subgrade
- Asphalt Grade SX (75) PG 58-28 Rap Mix
- Base (CDOT Class 6)
- 3' Concrete Pan
- 8' Concrete Pan with Aprons
- Driveway Asphalt
- Driveway Base (CDOT Class 6)
- Scarification (12" depth, moisture conditioned and re-compacted)
- Shouldering (CDOT Class 6, 6" depth)
- Asphalt Removal (misc., include saw cuts)
- A Detailed Traffic Control Plan included with the Bid

Prospective teams shall submit two (2) hard copies, which must be received by 2:00 PM July 27, 2018 in order to be considered for this project. Proposals that omit any information or do not use the format requested may result in disqualification.

Nothing herein shall require the Town of Frisco to accept any proposal, and the Town of Frisco reserves the right to reject any or all proposals. The proposals shall remain open and not withdrawn for a period of 45 (forty-five) days from the date designed for its due date.

The Town requires that a certified or cashier's check be deposited or that a corporate surety bond in the amount of five (5%) of the total bid amount be provided before the Town can accept or consider any bid. The bid and the deposit or bond shall be filed with the Public Works Department, securely sealed and endorsed on the outside with a brief statement as to the nature of the item or work which is to be provided. Upon a bid award, such deposit or bond shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, the deposit or bid bond will be returned upon receipt of the required payment and performance bonds, each in the full amount of the contract price.

1. Mobilization \$ <u>17,400.00</u>	1 LS
2. Traffic Control \$ <u>2,000.00</u>	1 LS
3. Erosion Control \$ <u>2,500.⁰⁰</u>	1 LS
4. Construction Control \$ <u>5,000.⁰⁰</u>	1 LS
5. Export Surplus Subgrade \$ <u>16,114.20</u>	CY 642
6. Asphalt (3" depth) \$ <u>44,620.⁰⁰</u>	Ton 388
7. Base (4" depth) \$ <u>32,100.⁰⁰</u>	Ton 535
8. 3' Concrete Pan \$ <u>26,536.²⁰</u>	LF 941
9. 8' Concrete Pan \$ <u>3,075.⁰⁰</u>	CY 5

- | | |
|---|---------|
| 10. Driveway Asphalt (3" depth)
\$ <u>1,290.⁰⁰</u> | Ton 6 |
| 11. Driveway Base (4" depth)
\$ <u>1,760.⁰⁰</u> | Ton 11 |
| 12. Scarification (12" depth)
\$ <u>2,575.⁰⁰</u> | SY 2575 |
| 13. Shouldering (6" depth)
\$ <u>29,574.⁰⁰</u> | Ton 558 |
| 14. Asphalt Removal and Saw Cuts
\$ <u>1,800.⁰⁰</u> | SY 36 |

Total \$ 186,344.40

PAVEMENT MAINTENANCE SERVICES
Company Name

Chuck Murphy
Authorized Signature

Chuck Murphy
Printed Name

BID PROPOSAL
Pavement Maintenance Services, Inc.
PO Box 1228
Salida, CO 81201

Phone: 719-539-1400 Fax: 719-539-1401
Cell: 719-530-1776

August 7, 2018

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443

Subject: Teller Street Alley Project, Frisco, Colorado

Attn: Brad

As discussed, The Town of Frisco will provide and accept the excess material from the site, to a location close to the project site. We offer to reduce the cost of the above referenced project by \$ 4,000.00

Original Cost	\$ 186,344.40
This C.O.	<u>(\$ 4,000.00)</u>
Revised total	\$ 182,344.40



Town of Frisco Public Works Department

P.O. Box 4100 • Frisco, Colorado 80443

TOWN OF FRISCO REQUEST FOR PROPOSALS

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Scope of Work:

- Mobilization
- Traffic Control
- Erosion Control
- Construction Survey
- Export Surplus Subgrade
- Asphalt Grade SX (75) PG 58-28 Rap Mix
- Base (CDOT Class 6)
- 3' Concrete Pan
- 8' Concrete Pan with Aprons
- Driveway Asphalt
- Driveway Base (CDOT Class 6)
- Scarification (12" depth, moisture conditioned and re-compacted)
- Shouldering (CDOT Class 6, 6" depth)
- Asphalt Removal (misc., include saw cuts)
- A Detailed Traffic Control Plan included with the Bid

10. Driveway Asphalt (3" depth)	Ton 6
\$ <u>1500.⁰⁰</u>	
11. Driveway Base (4" depth)	Ton 11
\$ <u>1210.⁰⁰</u>	
12. Scarification (12" depth)	SY 2575
\$ <u>14935.⁰⁰</u>	
13. Shouldering (6" depth)	Ton 558
\$ <u>30690.⁰⁰</u>	
14. Asphalt Removal and Saw Cuts	SY 36
\$ <u>2610.⁰⁰</u>	

Total \$ 297,601.00

Columbine Hills Concrete, Inc
Company Name

Scott Z. Downer
Authorized Signature

Scott Z. Downer
Printed Name

