



**BLUE RIVER BOARD OF TRUSTEES MEETING
MONTH**

Tuesday, April 15, 2025

5:00 PM

0110 Whispering Pines Circle, Blue River, CO

Agenda

The public is welcome to attend the meeting either in person or via Zoom.

The Zoom link is available on the Town website:

<https://townofblueriver.colorado.gov/board-of-trustees>

Please note that seating at Town Hall is limited.

Call to Order, Roll Call

Work Session

This Work Session presentation by Ruby Placer/Lodge By The Blue

- I. Ruby Placer/Lodge by the Blue Presentation

Approval of Consent Agenda

- II. Minutes March 18, 2025
- III. Approval of Bills-\$87,078.41

Communications to Trustees

Citizens are welcome to provide in person comments on non-agenda items. Comments are limited to 5-minutes per speaker. Written communications for any non-agenda items have been distributed separately to the Board of Trustees.

- IV. Written Public Comments

New Business

- V. Spruce Creek Road Bid Review and Approval
- VI. Approval for Town Manager to Run for Re-election on the Colorado Municipal League Executive Board
- VII. Discussion of Changes to Nonconforming Structures

Ordinance Consideration for Approval

VIII. Ordinance 2025-05 Establishing Residential Conservation Zone District

IX. Ordinance 2025-06 Amendment to the Land Use Code Concerning Construction Rules

X. Ordinance 2025-07 Administrative Penalty Authorization

Resolutions

Reports

XI. Mayor & Trustee Reports

XII. Attorney Report

Moratorium for Certain Development Expiration

XIII. Staff Reports

Other Matters Brought Before the Trustees

XIV. Board of Trustees Retreat Tuesday, May 6, 2025

Executive Session

Adjourn



BLUE RIVER BOARD OF TRUSTEES MEETING FEBRUARY

Tuesday, March 11, 2025

5:00 PM

0110 Whispering Pines Circle, Blue River, CO

Minutes

The public is welcome to attend the meeting either in person or via Zoom. Public Comments are not taken during work sessions. The Zoom link is available on the Town website: <https://townofblueriver.colorado.gov/board-of-trustees>

CALL TO ORDER, ROLL CALL

The Mayor called the meeting to order at 5:00 PM.

PRESENT: Mayor Nick Decicco

Trustee Jonathon Heckman

Trustee Noah Hopkins

Trustee Barrie Stimson

Trustee Ben Stuckey

Trustee Jodie Willey

EXCUSED: Trustee Ted Slaughter

ALSO PRESENT: Town Manager Michelle Eddy; Attorney Bob Widner attended via Zoom.

Building Official Kyle Parag; Members of the Planning & Zoning Commission: Travis Beck; Dan Cleary; Gordon Manin.

WORK SESSION

This Work Session is to discuss

A. Review Upcoming Building Code Changes-15 minutes

Building Official Kyle Parag presented information on upcoming changes to the building code that will need to be adopted by the town. A review of three proposed amendments was discussed. Suggestion to adopt a recommendation but not a requirement of a snow shed barrier and to add it for the residential side under zoning and design. Discussion to leave the current loft code as is and adopt the radon code. Snow loads will list both ground and roof.

B. Review of Roles for Planning & Zoning/Board of Trustees-10 minutes

Attorney Widner reviewed the roles and duties of the Planning & Zoning Commission and the Board of Trustees.

C. Discussion of Proposed new Zone District-15 minutes

Attorney Widner presented a draft new zone district explaining the purpose and process. The ordinance will be reviewed by the Planning & Zoning Commission April 1, 2025 for a recommendation and then by the Trustees April 15, 2025. Discussion that this zone district would be a tool for future use. Discussion of options to be included such as RC-10 acre; RC-5 acre.

OTHER BUSINESS

Executive Session

D. Executive Session pursuant to C.R.S Section 24-6-402 (4) (b) for the purpose of receiving legal advice concerning the statutory process for annexation, annexation law and practice, and a inquiry regarding a proposed annexation and an Executive Session pursuant to C.R.S Section 24-6-402 (4) (e) for the purpose of discussing a matter subject to negotiations and determining negotiation strategy related to a proposal for a chain station.

Trustee Willey moved to adjourn hold an executive session pursuant to C.R.S Section 24-6-402 (4) (b) for the purpose of receiving legal advice concerning the statutory process for annexation, annexation law and practice, and a inquiry regarding a proposed annexation and an Executive Session pursuant to C.R.S Section 24-6-402 (4) (e) for the purpose of discussing a matter subject to negotiations and determining negotiation strategy related to a proposal for a chain station at 6:20 p.m. Trustee Hopkins seconded. Motion passed unanimously.

Trustee Stimson left the executive session at 6:41 p.m.

Trustee Heckman moved and seconded by Trustee Stuckey to adjourn out executive session with no action taken at 7:01 p.m. Motion passed unanimously.

Discussion about using conservation trust funds to rebuild the bridge on the Bonanza parcel with the Town of Breckenridge and Summit County.

Trustee Heckman moved and Trustee Hopkins second to adjourn at 7:07 p.m. Motion passed unanimously.

Respectfully Submitted:

Michelle Eddy, MMC
Town Clerk



BLUE RIVER BOARD OF TRUSTEES MEETING

MARCH 2025

Tuesday, March 18, 2025

5:00 PM

0110 Whispering Pines Circle, Blue River, CO

Minutes

The public is welcome to attend the meeting either in person or via Zoom.

The Zoom link is available on the Town website:

<https://townofblueriver.colorado.gov/board-of-trustees>

Please note that seating at Town Hall is limited.

CALL TO ORDER, ROLL CALL

The Mayor called the meeting to order at 5:00 PM.

PRESENT: Mayor Nick Decicco

Trustee Jonathon Heckman

Trustee Noah Hopkins

Trustee Ted Slaughter

Trustee Barrie Stimson attended via Zoom

Trustee Jodie Willey

EXCUSED: Trustee Ben Stuckey

Also present: Town Manager Michelle Eddy; Town Attorney Widner attended via Zoom; Deputy Clerk John DeBee; Code Ambassador Ryan Cyphert.

WORK SESSION

I. Work Session to Review Construction Management Guidelines

Review of the construction management rules with staff recommendations. Discussion to call out where concrete trucks may washout on the job site only. Discussion to make the recommended changes and update the fine structure.

APPROVAL OF CONSENT AGENDA

Decicco moved and Willey seconded to approve the consent agenda. Motion passed unanimously.

II. Minutes February 18, 2025 & March 11, 2025

III. Approval of Bills February 18-March 13, 2025: \$38,319.07

COMMUNICATIONS TO TRUSTEES

Citizen Comments (Non-Agenda Items Only- 5-minute limit please). Any non-agenda item written communications have been distributed separately to the Board of Trustees. Citizens will have the opportunity to provide public comments during public hearings on ordinances brought before the Board of Trustees.

Paul Semmer-Blue Grouse Trail: Commented on the conservation trust funds for the trail bridge.

Kacey Grosskreuz: G & G Services noted a need for contractors to properly bury lines.

NEW BUSINESS

IV. Planning & Zoning Commission Vacancy

Mayor Decicco noted one application was received from Kristopher Carlsted.

Heckman moved and Decicco seconded to appoint Kristopher Carlsted to the Planning & Zoning Commission. Motion passed unanimously.

V. Approval to Utilized Conservation Trust Funds for Construction of a Trail Bridge.

Manager Eddy noted this was a discussion last week to replace the bridge on the newly acquired easement on Bonanza. She noted it is currently believed engineering won't be needed and will be done in partnership with Breckenridge and Summit County.

Decicco moved and Heckman seconded to approve the use of conservation trust funds for the construction of a new bridge at 0119 Bonanza. Motion passed unanimously.

ORDINANCE CONSIDERATION FOR APPROVAL

Citizens will have the opportunity to provide public comments during public hearings on ordinances brought before the Board of Trustees. Comments may be received in writing. Comments will be limited to 5 minutes per speaker.

VI. Ordinance 2025-04 Section 2-6-10 Planning & Zoning Purpose

Attorney Widner reviewed the memo and ordinance which will bring Chapter 2 of the Town Code into conformance with the Land Use Code.

Slaughter moved and Decicco seconded to approve Ordinance 2025-04 Section 2-6-10 Planning & Zoning Purpose. Motion passed.

RESOLUTIONS

VII. Resolution 2025-07 Approving an Intergovernmental Agreement for Countywide Tuition Assistance

Manager Eddy noted there is an existing intergovernmental agreement for the countywide tuition assistance program. This is an update with current town splits and agreements.

Hopkins moved and Slaughter seconded to approve Resolution 2025-07 Approving an Intergovernmental Agreement for Countywide Tuition Assistance. Motion passed unanimously.

CONTINUING BUSINESS

REPORTS

VIII. Mayor & Trustee Reports

Trustee Slaughter reported on the Wildfire Council meeting reviewing the wild land urban interface code and the importance of 9-11 address signage.

Trustee Hopkins was appointed to the Finance Committee.

IX. Attorney Report

X. Staff Reports

Manager Eddy noted there have been six contractors that picked up packets for the Spruce Creek Road project. One attended the pre-bid meeting earlier in the day. Bids are due April 3rd and will be on the agenda for review and award on April 15th.

Manager Eddy provided an update from Dan Cleary on the Upper Blue Planning Commission.

Mayor Decicco asked Deputy Clerk DeBee to bring up transit concerns and service in Blue River and safety at the next Transit Authority meeting.

OTHER MATTERS BROUGHT BEFORE THE TRUSTEES

Trustee Slaughter commented on the snow pack removal and the issues observed. Kacey with G & G remarked on the challenges with the narrow roads and lack of ability to move big equipment around. Discussion of possible solutions.

EXECUTIVE SESSION

ADJOURN

Decicco moved and Heckman seconded to adjourn the meeting at 5:52 p.m. Motion passed unanimously.

Respectfully Submitted:

Michelle Eddy, MMC
Town Clerk

Bill Payment List

Town of Blue River

March 2025

DATE	NUM	VENDOR	AMOUNT
1072 Bill.com Money Out Clearing			
03/04/2025		Stephen Schiell	-150.00
03/04/2025		Charles Abbott Associates	-818.25
03/04/2025		Marchetti & Weaver, LLC	-2,870.80
03/11/2025		Widner Juran LLP	-8,572.50
03/11/2025		Treetop Child Advocacy Center	-10,000.00
03/11/2025		Amazon Capital Services	-24.49
03/11/2025		Blue River Watershed Group	-1,000.00
03/11/2025		Fresh & Clean Ltd.	-30.00
03/11/2025		Pine Cove Consulting, LLC	-1,944.85
03/11/2025		Colorado Association of Ski Towns	-1,584.00
03/11/2025		Stoplix, LLC	-200.00
03/11/2025		LaserGraphics	-1,139.00
03/11/2025		Charles Abbott Associates	-1,489.88
03/12/2025		Muller Engineering Co	-3,339.50
03/14/2025		Highland Galloway Investments	-50,066.67
03/19/2025		Eric Hann	-150.00
03/19/2025		Breckenridge Building Center	-31.69
03/19/2025		CIRSA	-67.20
03/28/2025		Dependable Auto Glass	-1,024.83
03/28/2025		Marchetti & Weaver, LLC	-1,524.75
03/28/2025		CivicPlus LLC	-1,050.00
Total for 1072 Bill.com Money Out Clearing			-\$87,078.41
TOTAL			-\$87,078.41

Memorandum

Project: Spruce Creek Road Improvements

To: Michelle Eddy, Town Manager

From: Jeff Wulliman, PE

Date: April 8, 2025

Subject: Memorandum on Spruce Creek Road Bids Received

This memorandum summarizes the details of the bid received by Columbine Hills Construction, LLC (Columbine Hills) for the Spruce Creek Road Improvements Project and provides a recommendation for the Town's consideration.

Background

The Spruce Creek Road Improvements Project seeks to optimize the profile of Spruce Creek Road, set asphalt pavement, and perform associated drainage improvements between Gold Nugget Drive and CO 9. A bid alternative was included to determine costs for the potential inclusion of a speed hump if desired by the Town. Additionally, a Request for Change Proposal for Traffic Control was included to understand opportunities and their associated costs to modify the traffic control plan as designed to minimize the impact to residents and recreational traffic during construction.

Columbine Hills was the only entity to submit a bid for the project. Key elements from their bid are included below.

Bid Details

Bid Schedule

The Bid Schedule received from Columbine Hills compared to the Engineer's Estimate of Probable Cost is below. An item-by-item comparison can be made available. Key variances from the estimate revolve around mobilization, staging, stockpiling, traffic control, and earthwork. A good consideration received from Columbine Hills during Pre-Bid meeting discussions is the limited availability of space for staging and stockpiling, which may help explain some of the difference in these cost items.

Table 1 Comparison of Bid Schedule to 2024 Engineer’s Estimate of Probable Cost

Description	Total
Columbine Hills Bid Schedule	\$519,129
Columbine Hills Bid Schedule (with Traffic Control scheme as designed)	\$558,079
Engineer’s Estimate (May 2024)	\$380,000
Delta	+\$178,079

Table 2 Comparison of Bid Alternative to 2024 Engineer’s Estimate Unit Costs

Description	Total
Columbine Hills Bid Alternative	\$10,189
Engineer’s Estimate (May 2024)	\$8,154
Delta	+\$2,035

Request for Change Proposal on Traffic Control

Columbine Hills’ response to the Request for Change Proposal on Traffic Control includes a request to fully close Spruce Creek Road for the duration of construction and paving. Cost and schedule comparisons are included below:

Table 3 Cost and Schedule Comparison Between Traffic Control Options

Description	Spruce Creek Rd Open Thurs-Sunday, Resident Access	Spruce Creek Road Closure	Delta
Cost Increase (from base bid)	+\$38,950	+\$2,890	\$36,060
Schedule Duration	28 Days	18-20 Days	8-10 Days

Evaluating the Spruce Creek Road Closure

Local Resident and Short-Term Rental Access

Columbine's proposal does not specifically mention if the proposed closure also applies to local access. Working with Michelle at the Bid Opening, we understand that there is one full-time resident within the limits of the project that would need to have local access coordinated during construction with the Contractor. The remaining properties are understood to be second home and/or short-term rental that will also need to be coordinated with leading up to and during construction.

Crown Drive Traffic and Use

There will be an increase in traffic on Crown Drive during construction if the Spruce Creek Road closure is implemented, albeit for a shorter duration. Activities to communicate and reduce the inconvenience felt from this increase could include:

- Communicate with the landowners along Crown Drive in advance of construction to inform them of the coming, short-term traffic increase.
- Coordination with Summit County and the Forest Service to dissuade recreational access during construction.
- Additional traffic control devices and temporary signage that advise lower speeds on Crown Drive during construction.
- Material placement: Work with Columbine Hills to place and grade excess project roadbase material on Crown Drive as needed during the project and/or following the project to address issues from increased use.

Recommendation

We recommend the Town accept Columbine Hills base bid and continue to work with them and the local residents within the project and along Crown Drive to refine the details of the closure to balance the construction benefits of the closure while managing the resulting inconvenience. If a balanced approach cannot be identified, the Town can elect to pay the additional funds to keep Spruce Creek Road open.

**PROJECT MANUAL
SPRUCE CREEK ROAD IMPROVEMENTS
FOR THE
TOWN OF BLUE RIVER
MARCH 2025**

Prepared by:



**7245 WEST ALASKA DRIVE, SUITE 300
LAKEWOOD, COLORADO 80226
(303) 988-4939**

Project No. 11-008.20

**SPRUCE CREEK ROAD IMPROVEMENTS
TOWN OF BLUE RIVER**

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DIVISION 0
BIDDING AND CONTRACT REQUIREMENTS

**SECTION 00 11 16
INVITATION TO BID**

Date: March 12, 2025

Electronic Bids will be received by Muller Engineering on behalf of the Town of Blue River, Colorado (OWNER) until 2:00 PM., local time, Thursday, April 3, 2025, for the project entitled Spruce Creek Road Improvements. Bids shall be emailed to Dani Bajorek at dbajorek@mullereng.com.

Spruce Creek Road is a soft surface roadway located within the Town of Blue River, Colorado. The project generally consists of profile grade alterations and paving about 600 lineal feet of Spruce Creek Road with an asphalt surface roadway. The project also includes grading, resurfacing, and adjusting the intersection of Spruce Creek Road with State Highway 9 with an asphalt surface roadway as well as the intersection with Gold Nugget Drive. To accommodate the roadway improvements, the project will include the addition of two access road culverts, roadside swales and riprap, and the relocation of select utilities by others. Miscellaneous items include erosion control, seeding and mulching. The project will also feature a Bid Alternative that consists of the addition of a speedbump at a location to be determined by project stakeholders.

The Project may include potential additional scope to repair and/or replace an existing culvert under Spruce Creek Road. The existing culvert is to be assessed for replacement by Engineer prior to construction and after snowmelt. If applicable, additional scope will be negotiated between Owner and Contractor. If both Owner and Contractor agree, the additional scope will be added as a Change Order.

All bids must be in accordance with the Contract Documents on file with the Owner, Town of Blue River, Colorado, 0110 Whispering Pines Drive, Blue River, CO 80424; and at the office of Muller Engineering Company, Inc., 7245 West Alaska Drive, Suite 300, Lakewood, Colorado 80226.

Copies of the Contract Documents for use in preparing Bids may be obtained electronically from Muller Engineering (dbajorek@mullereng.com). Office hours are Monday - Friday, 8:00 a.m.-5:00 p.m. Bid documents will be available on March 12, 2025.

A pre-Bid Conference will be held virtually at 1:00 PM local time on Tuesday, March 18th. Please email dbajorek@mullereng.com to receive a meeting link.

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall be prepared to submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested by Owner within five days after the Bid Opening.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:

1. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A virtual pre-Bid conference will be held with a web meeting at 1:00 PM local time on Tuesday March 18, 2025. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are not required to attend and participate in the conference. The Engineer will transmit to all prospective Bidders of record such Addenda as the Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or at the conclusion of the acceptance period for the bids, as stated in the Bid Form, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If the Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which the Owner or Engineer makes no written

objection prior to the giving of the Notice of Award will be deemed acceptable to the Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 All blanks on the Bid Form shall be completed and the Bid Form signed electronically or in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives, the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal, e-mail addresses, and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished a copy of the Bid Form, Bid Schedule and the Bid Bond Form. The Bid Form, Bid Schedule and Bid Bond are to be completed and submitted with the Bid security.
- 15.02 A Bid shall be submitted no later than the date and time prescribed indicated in the advertisement or invitation to bid and shall be electronically submitted in a zipped folder with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name of Bidder, and shall be accompanied by the Bid security and other required documents. Electronic bids may be emailed to dbajorek@mullereng.com or uploaded to a link provided by the Owner.
- 15.03 An optional Change Proposal for Traffic Control will be accepted with the Bidding Documents. Specific terms of the change proposal are included in the Request for Change Proposal for Traffic Control that is a part of the Bidding Documents.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 In evaluating Bidders, Owner will consider the optional Change Proposal for Traffic Control.
- 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within ten days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Colorado state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

**SECTION 00 41 00
BID FORM**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Blue River, Colorado
P. O. Box 1784
Breckenridge, CO 80424

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	3/21/25

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

**SPRUCE CREEK ROAD IMPROVEMENTS
TOWN OF BLUE RIVER**

ADDENDUM NO. 1

Contract Documents, Specifications and Drawings for “SPRUCE CREEK ROAD IMPROVEMENTS” for the Town of Blue River in Blue River, Colorado.

Owner: Town of Blue River, Colorado
0110 Whispering Pines Drive
P.O. Box 1784
Blue River, CO 80424

Engineer: Muller Engineering Company, Inc.
7245 W Alaska Dr
STE 300,
Lakewood, CO 80226

Date Issued: March 21, 2025

Bid Opening: **April 3, 2025 at 2 p.m.**
Virtual, Muller Engineering, Lakewood, Colorado

Project No.: 11-008.20

A. SCOPE

This Addendum No. 1 consists of pages AD1-1 through AD1-3. Addendum No. 1 addresses the following additions, changes and clarifications to the Contract Documents and Specifications, and to the Drawings for the above referenced project. See attached for Pre-Bid Meeting Sign In Sheet.

B. MODIFICATIONS TO THE CONTRACT DOCUMENTS and SPECIFICATIONS

SECTION 00 41 00-2 ARTICLE 6 - TIME OF COMPLETION

Section 6.01

Replace all instances of ONE (1) CALENDAR YEAR with SIXTY (60) DAYS

SECTION 00 41 01 BID SCHEDULE

Bid Schedule updated for the following items (see updated BID SCHEDULE attached):

UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	1073	CY
AGGREGATE BASE COURSE (CLASS 6)	59	CY
AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	177	CY
AGGREGATE BASE COURSE (SHOULDER MATERIAL)	1500	LF
HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING	561	TON
HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) DITCH PAVING	26	TON

SECTION 00 41 01 BID SCHEDULE – BID ALTERNATIVE

Bid Schedule – Bid Alternative updated for the following items (see updated BID SCHEDULE attached):

UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	14	CY
AGGREGATE BASE COURSE (CLASS 6)	3	CY
AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	9	CY
AGGREGATE BASE COURSE (SHOULDER MATERIAL)	92	LF
HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING	36	TON
EMULSIFIED ASPHALT (SLOW SETTING)	6	GAL

SECTION 01 22 00-5 MEASUREMENT AND PAYMENT

Section 1.02

The following item has been removed:

BID ITEM 14 HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28)

The following items have been revised:

BID ITEM 13 AGGREGATE BASE COURSE (CLASS 6)

Pay unit is updated to Cubic Yards (CY) from TON and quantity updated.

Removed sentence: No measurement of this item will be made unless changes to the Contract Documents are made, in which case the ENGINEER will perform measurement of the modified volume.

The following items have been added:

BID ITEM 14 AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)

The measurement for payment for this item will be the total number of cubic yards of onsite suitable base course reconditioned and/or placed, for example cubic yards of materials based on survey, in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by the ENGINEER. No measurement of this item will be made unless changes to the Contract Documents are made, in which case the ENGINEER will perform measurement of the modified volume. The unit price will include all of the CONTRACTOR's costs. This BID item includes:

- Stockpiling of suitable excess onsite aggregate materials to be reused within the project limits.
- Transporting and placing all base course materials to be reused within the project limits.
- Fine grading the pavement subgrade to a suitable onsite material, including removal of organics, exposed cobbles or stones greater than two (2) inches in size that create an irregular surface at subgrade and backfilling resulting voids with suitable onsite material, compacting, proof rolling, and sterilizing the subgrade soil.
- Subgrade preparation, backfilling, and placing base course to the lines and grades shown on the DRAWINGS

- Providing all other related and necessary labor, equipment, and materials to complete the WORK.

<i>Bid Item</i>	<i>Pay Unit</i>
AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	CY

BID ITEM 15 AGGREGATE BASE COURSE (SHOULDER MATERIAL)

The measurement for payment for this item will be the total number of linear feet of onsite suitable base course shoulder material reconditioned or placed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by the ENGINEER. No measurement of this item will be made unless changes to the Contract Documents are made, in which case the ENGINEER will perform measurement of the modified volume. The unit price will include all of the CONTRACTOR's costs. This BID item includes:

- Stockpiling of suitable onsite aggregate materials
- Transporting and placing all base course materials
- Fine grading the pavement subgrade to a suitable onsite material, including removal of organics, exposed cobbles or stones greater than two (2) inches in size that create an irregular surface at subgrade and backfilling resulting voids with suitable onsite material
- Subgrade preparation, backfilling, and placing base course to the lines and grades shown on the DRAWINGS.
- Providing all other related and necessary labor, equipment, and materials to complete the WORK.

Payment will be based on units completed and accepted.

<i>Bid Item</i>	<i>Pay Unit</i>
AGGREGATE BASE COURSE (SHOULDER MATERIAL)	CY

BID ITEM 16 HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING

The measurement for payment for this item will be the total number of tons of asphalt pavement placed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by ENGINEER. No measurement of this item will be made unless changes to the Contract Documents are made, in which case the ENGINEER will perform measurement of the modified volume. The unit price will include all of the CONTRACTOR's costs. This BID item includes:

- All labor and materials required for the installation of hot bituminous asphalt.
- Including subgrade stabilization, saw cut of existing asphalt, removal of any asphalt, asphalt placement and asphalt compaction and providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<i>Bid Item</i>	<i>Pay Unit</i>
HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING	TON

BID ITEM 17 HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) DITCH PAVING

The measurement for payment for this item will be the total number of tons of asphalt pavement placed in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by ENGINEER. No measurement of this item will be made unless changes to the Contract

Documents are made, in which case the ENGINEER will perform measurement of the modified volume. The unit price will include all of the CONTRACTOR's costs. This BID item includes:

- All labor and materials required for the installation of hot bituminous asphalt.
- Including subgrade stabilization, saw cut of existing asphalt, removal of any asphalt, asphalt placement and asphalt compaction and providing all other related and necessary labor, equipment, and materials to complete the WORK

Payment will be based on units completed and accepted.

<i>Bid Item</i>	<i>Pay Unit</i>
HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING	TON

SECTION 00 52 00-2 ARTICLE 5 – CONTRACT TIMES

Section 5.02

Replace AUGUST 1, 2025 with OCTOBER 1, 2025

SECTION 00 52 00-1 ARTICLE 5 – CONTRACT TIMES

Section 5.02

Replace all instances of ONE (1) CALENDAR YEAR with SIXTY (60) DAYS

An addition to SECTION 00 73 00-11 – PERMITS

SC-6.08 2r

Contractor shall notify the CDOT maintenance Foreman Gleede "Buster" Skeen (cc'd), at (970) 409-9610, at least 48-hours prior to commencing construction within the State Highway right-of-way.

C. MODIFICATIONS and CLARIFICATIONS TO DRAWINGS

See attached for updated DRAWINGS

PLAN SHEET R-4, Utility Pole West of station 106 + 00, NOTE: RELOCATE BY OTHERS, EX. CABLE PEDESTAL

Utility pole shall be protected in place throughout ditch grading. Relocation of utility pole will occur post grading.

PLAN SHEET G-5, Typical Section

The following notes were added:

H.M.A FOR ROADWAY SHALL BE PAID AS HOT MIX ASPHALT (GRADING SX) (75)
(PG 58-28) ROADWAY PAVING

H.M.A FOR DITCH A & DITCH B SHALL BE PAID FOR AS HOT MIX ASPHALT
(GRADING SX) (75) (PG 58-28) DITCH PAVING

PLAN SHEET G-6, Summary of Approximate Quantities

The SAQ has been updated to reflect added bid items:
AGGREGATE BASE COURSE (SPECIAL), AGGREGATE BASE COURSE (SHOULDER MATERIAL), HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING, HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) DITCH, and updated bid item UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE).

EROSION CONTROL DETAILS

Updated drawings that include Erosion Control Details are attached to this document.

Clarifications from Pre-bid Meeting

- Unclassified excavation will not be measured and will be paid for as the quantity identified in the contract documents.
- An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- Acceptable electronic bid security includes a scanned copy of bid bond receipt. Certified checks must be delivered to the Town in person.

Question 1

Can owner supply signs and message boards?

Bid as if the owner is not supplying signs and message boards. If owner can supply, this can be deducted from the contract later.

Question 2

During construction, does the permit transfer to the contractor or does the Town hold onto it?

The permit currently held by the Town will stay under the Town's ownership throughout construction.

Question 3

Does the 60 days include warranty period?

The warranty period is two years per *Section 00 65 00 - Final Receipt and Guarantee*.

Question 4

Is water available in the Town? Is there a fee for the contractor?

The contractor can have access to a hydrant from the Town of Breckenridge. The Town will cover the expense.

Question 5

Would CAD drawings be available for surveyor?

Yes, CAD files will be made available to the selected contractor pending the receipt of a signed CAD release form.

Question 6

Are there staging areas available for equipment and material stockpiling?

Some staging area will be provided on Spruce Creek Road and Gold Nugget Drive beyond the limits of the roadway work. The contractor can request staging from local landowners or work with CDOT to obtain permission.

Question 7

Note 17 on sheet G-2 states that the onsite aggregate base is to make up 3" of the 4" of roadbase for the roadway section. The profiles show the future finish grade to be at or below the existing finish grade in most cases. This will require cutting down and removing the existing subgrade to account for the new asphalt and roadbase section. After cutting down 5" (4" for new asphalt plus 1" for new roadbase) from proposed finish grade elevation, will there still be a minimum of 3" of existing roadbase remaining? If the existing roadbase is to be scraped, salvaged, stockpiled, and re-installed after cutting to subgrade elevation, where can this material be stockpiled and in what pay item would this work be paid under?

Pavement design was completed using only the strength of native material, anticipating some removal of ABC. The import of 1" new roadbase was included in case import is required for use at widened areas or to supplement existing, but there may be sufficient usable material onsite. Bid item AGGREGATE BASE COURSE (SPECIAL) is included with this addenda in quantity equal to the 3" onsite base course to pay for the preparation of the onsite material by reconditioning existing soils to remove larger rocks (greater than 2"), organics, and compact, with addition of salvaged suitable material as needed. Finished grade will need to pass proof rolling and not have

any large rock pockets, providing a smooth uniform platform to place the new HMA. Acceptance/approval will be by the Engineer. ABC Special is measured by placement and ABC Class 6 item is adjusted to CY from TON and revised to be measured by CY placed to allow flexibility in use of import material if onsite material is sufficient. Unclassified Excavation quantity is reduced in the amount equal to the 3" onsite ABC that is intended to be reconditioned.

Question 8

If the existing roadbase roadway is to be scarified and recompacted prior to the new 1" roadbase placement, it is not constructable to scarify only 3" of existing roadbase without bringing up rocks and subgrade dirt and contaminating the existing roadbase. Additionally, density shots on a 4" thickness of a mixture of rocks, dirt, old roadbase, and new roadbase will not be accurate. Will proofrolling be the means of acceptance?

Yes, proofrolling and observing smooth, uniform surface without large rock (2"+) pockets will be the means for acceptance of this.

Question 9

The spec section for Bid Item 6 "Topsoil (Remove & Replace) states that the material is to be stockpiled for reuse. Is the existing topsoil to be screened prior to replacing? If so, is there a staging area to stockpile the unscreened topsoil, set up a screening machine and screen the material to replace?

Existing topsoil does not need to be screened.

Question 10

There is no shouldering bid item. Can an aggregate base shouldering item be added that is paid by the LF?

Yes, a shouldering item is included in the addenda and paid for by LF. Onsite material is anticipated for this.

Question 11

Is the asphalt quantity for the paved ditches included in bid item 14? Can this be separated into a separate item? These are two different types of work. Roadway paving is with a roadway paver and the ditch paving is done by hand.

Asphalt quantities have been broken into two items:

1. Roadway pavement shall be paid for as: HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING
2. Paved Ditches shall be paid for as: HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) DITCH PAVING

D. ACKNOWLEDGEMENT BY BIDDER

This Addendum No. 1 to the above project shall become a part of the Specifications and Contract Documents, and shall be binding in all respects. Information contained in this Addendum No. 1 shall supersede any information presented in the Contract Documents and Specifications, and as shown on the Drawings.

Attachment to Specifications: The Bidder shall sign and permanently affix this Addendum No. 1 via staples or other means, to the inside front cover of the Contract Documents and Specifications so that it will be turned in with the bid. The Bidder shall also indicate receipt of this Addendum on the Bid Form on page 00 41 00-1 of the Contract Documents and Specifications.

The undersigned Bidder acknowledges receipt of this Addendum No. 1 and incorporation of same into the Contract Documents, Specifications and Drawings.

Received by:

Andrew Stallings

Company:

Columbine Hires Construction LLC

Date: 4/3/25

MULLER ENGINEERING COMPANY, INC.

Prepared by: Dani Bajorek
Dani Bajorek, EI
Design Engineer

- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) included in the Bid Schedule.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within forty-five (45) non-consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within one (1) calendar year after the date when the Contract Times commence to run. No work shall be done between July 3, 2025 and July 6, 2025. These days will not be counted against time for the Contractor to substantially complete the Work or final payment. Additional Days will be added for delays due to utility relocations not done by the Contractor or other events not within the Contractor’s control with the approval of the Owner or Engineer. The Work shall be substantially complete by October 1, 2025.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of Surety Bid Bond ;

D. List of Recently Completed Projects (Last two years);

E. Evidence of authority to do business in the state of the Project.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Columbine Hills Construction LLC

State of Incorporation: Colorado

Type (General Business, Professional, Service, Limited Liability): LLC

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Andrew Stallings

Title: Vice President
(CORPORATE SEAL)

Attest: Trish Sicat, Controller *Trish Sicat*

Date of Qualification to do business in Colorado is 12/09/1985



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 252 Warren Ave Suite 203, Silverthorne, CO 80498
PO Box 2369, Silverthorne CO 80498

Phone No. 970-468-7813 Fax No. 970-468-8027

E-mail andy@columbineconcrete.com

SUBMITTED on 04/03, 2025

State Contractor License No. 252 [If applicable]

**SECTION 00 41 01
 BID SCHEDULE**

**TOWN OF BLUE RIVER
 SPRUCE CREEK ROAD IMPROVEMENTS**

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	CLEARING AND GRUBBING	1	L S	\$29,900	\$29,900
2	REMOVAL OF PIPE	35	LF	\$55	\$1,925
3	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	1073	CY	\$75	\$80,475
4	PROOF ROLLING	17	HOUR	\$100	\$1,700
5	POTHOLING	20	HOUR	\$425	\$8,500
6	TOPSOIL (REMOVE AND REPLACE)	222	CY	\$75	\$16,650
7	EROSION LOG TYPE 1 (12 INCH)	350	LF	\$8	\$2,800
8	ROCK CHECK DAM	6	EACH	\$625	\$3,750
9	VEHICLE TRACKING PAD	1	EACH	\$6,500	\$6,500
10	EROSION CONTROL MANAGEMENT	7	DAY	\$150	\$1,050
11	SEEDING (NATIVE)	0.28	ACRE	\$12,600	\$3,528
12	SOIL RETENTION BLANKET (STRAW/COCONUT)	1333	SY	\$18	\$23,994
13	AGGREGATE BASE COURSE (CLASS 6)	59	CY	\$175	\$10,325
14	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	177	CY	\$120	\$21,240
15	AGGREGATE BASE COURSE (SHOULDER MATERIAL)	1500	LF	\$5	\$7,500
16	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) ROADWAY PAVING	561	TON	\$180	\$100,980
17	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-28) DITCH PAVING	26	TON	\$450	\$11,700
18	EMULSIFIED ASPHALT (SLOW SETTING)	106	GAL	\$12	\$1,272
19	RIPRAP (TYPE L) (WITH BEDDING TYPE II)	6	CY	\$575	\$3,450
20	18 INCH EQUIVALENT REINFORCED CONCRETE END SECTION HORIZONTAL ELLIPTICAL	4	EACH	\$3,150	\$12,600
21	18 INCH EQUIVALENT REINFORCED CONCRETE PIPE HORIZONTAL ELLIPTICAL	88	LF	\$295	\$25,960
22	SANITARY FACILITY	1	EACH	\$950	\$950
23	CONSTRUCTION SURVEYING	1	L S	\$25,000	\$25,000
24	MOBILIZATION	1	L S	\$49,000	\$49,000
25	FLAGGING	200	HOUR	\$84	\$16,800
26	TRAFFIC CONTROL INSPECTION	8	DAY	\$475	\$3,800

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
27	TRAFFIC CONTROL MANAGEMENT	20	DAY	\$1,600	\$32,000
28	BARRICADE (TYPE 3 M-B) (TEMPORARY)	3	EA	\$1,000	\$3,000
29	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	9	EA	\$210	\$1,890
30	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	4	EA	\$210	\$840
31	PORTABLE MESSAGE SIGN PANEL	2	EA	\$250	\$500
32	DRUM CHANNELIZING DEVICE	40	EA	\$185	\$7,400
33	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY BURN)	5	EA	\$215	\$1,075
34	TRAFFIC CONE	50	EA	\$8	\$375
35	FENCE (PLASTIC)	100	LF	\$7	\$700

TOTAL BASE BID \$ 519,129.00

TOTAL BASE BID FOR ALL ESTIMATED PRICES Five Hundred and Nineteen Thousand, One Hundred and
 (use words)
Twenty Nine Dollars and No Cents

\$ 519,129.00
 (use figures)

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

**SECTION 00 41 01
 BID SCHEDULE - BID ALTERNATIVE**

**TOWN OF BLUE RIVER
 SPRUCE CREEK ROAD IMPROVEMENTS**

ITEM	DESCRIPTION OF BID ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
3	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	14	CY	\$75	\$1,050
13	AGGREGATE BASE COURSE (CLASS 6)	3	CY	\$175	\$525
14	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	9	CY	\$120	\$1,080
15	AGGREGATE BASE COURSE (SHOULDER MATERIAL)	92	LF	\$5	\$460
16	HOT MIX ASPHALT (GRADING SX) (75) (PG. 58-28) ROADWAY PAVING	36	TON	\$195	\$7,020
18	EMULSIFIED ASPHALT (SLOW SETTING)	6	GAL	\$9	\$54

TOTAL ALTERNATIVE BID \$ 10,189.00

TOTAL ALTERNATIVE BID FOR ALL ESTIMATED PRICES Ten Thousand, One Hundred and Eighty Nine Dllars
(use words)

and No Cents

\$ 10,189.00
 (use figures)

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.



Memo

Project: Spruce Creek Road Improvements
From: Columbine Hills Construction LLC
Date: April 3, 2025
Subject: Request for Change Proposal for Traffic Control

This memo is to request a change to allow for a road closure of Spruce Creek Road during construction. We believe with the closure, the project will be safer for the crews and traveling public, will lower the duration of the project, lower the traffic control costs of the project, and provide a better quality product.

The project requires cutting the road grade down for the new profile in order to replace with the new pavement section. There is very a significant excavation cut from ~STA. 106+00 to ~STA. 107+50 of 1.5' to 2'. If one side is to be done at a time, there will be a significant drop-off each night when there is no lane closure or flaggers on Spruce Cr. Road. One lane of traffic will be down in the excavated cut area and the other lane will be at existing grade. This is a risk for the traveling public each night that can be mitigated with the road closure.

If we are to construct one lane at a time, it provides a smaller work zone, so a smaller crew would be used due the amount of work available at one time in the smaller work zone. We estimate with the smaller crew, the project will take about 28 days. If the road is closed, there is room for a bigger crew working on multiple tasks at the same time. With the road closure, we estimate the project duration at around 18-20 days of work.

The flagging and TCM bid item quantities are insufficient for the one lane flagging phasing with Spruce Creek Road remaining open. At 28 days, with a minimum of two flaggers per day at 9 hours a day each, the final quantity of flagging hours to be paid would be around 500 hours versus the bid quantity of 200 hours. TCM days would also increase. For the closure, additional Type III barricades and detour signs may be needed, but would be far less than the additional flagging hours and flagging hours needed. A breakdown of the two scenarios is on the following page. You will see that there will not be a decrease in the final bid price, but there will be around a \$35,000 savings for the final price of the project at completion and 8-10 days less of project duration impacting the public.

Traffic Control Quantities & Final Pricing - Bid Qty vs. Estimated Project Completion Qty

Description	Bid Quantity & Pricing			Final Quantity with Spruce Cr. Remaining Open			Final Quantity with Spruce Cr. Road Closure			
	Qty	Unit	Unit Price	Total	Qty	Unit	Total	Qty	Unit	Total
Flagging	200	HR	\$ 84.00	\$ 16,800.00	500	HR	\$ 42,000.00	200	HR	\$ 16,800.00
Traffic Control Inspection	8	Day	\$ 475.00	\$ 3,800.00	10	Day	\$ 4,750.00	6	Day	\$ 2,850.00
Traffic Control Management	20	Day	\$ 1,600.00	\$ 32,000.00	28	Day	\$ 44,800.00	20	Day	\$ 32,000.00
Barricade (Type 3 M-B) (Temporary)	3	EA	\$ 1,000.00	\$ 3,000.00	3	EA	\$ 3,000.00	6	EA	\$ 6,000.00
Construction Traffic Sign (Panel Size A)	9	EA	\$ 210.00	\$ 1,890.00	9	EA	\$ 1,890.00	9	EA	\$ 1,890.00
Construction Traffic Sign (Panel Size B)	4	EA	\$ 210.00	\$ 840.00	4	EA	\$ 840.00	8	EA	\$ 1,680.00
Portable Message Sign Panel	2	EA	\$ 250.00	\$ 500.00	2	EA	\$ 500.00	2	EA	\$ 500.00
Drum Channelizing Device	40	EA	\$ 185.00	\$ 7,400.00	40	EA	\$ 7,400.00	40	EA	\$ 7,400.00
Drum Channelizing Device (With Light)	5	EA	\$ 215.00	\$ 1,075.00	5	EA	\$ 1,075.00	5	EA	\$ 1,075.00
Traffic Cone	50	EA	\$ 7.50	\$ 375.00	50	EA	\$ 375.00	50	EA	\$ 375.00
Total:				\$ 67,680.00			\$ 106,630.00			\$ 70,570.00



With the significant roadway cuts on each side, there is also a concern with quality when doing each side in different phases mainly at the centerline joint area for subgrade compaction, asphalt cold joints, and asphalt smoothness. Compaction over full subgrade width and paving full width sets us up for a more quality final product.

List of Recently Completed Similar Projects

2024 Projects

Project Name	Owner	Description of Work	Contract Value	Contact Name	Email
2024 Full Depth Reclamation on Various Roads	Summit County Government	Full depth reclamation of various roads in Summit County. Work included FDR of existing roads, grading, culvert replacement, asphalt paving, ditch grading, revegetation, and temporary traffic control.	\$ 3,160,444.00	Jim Benkelman	Jim.Benkelman@summitcountyco.gov

2023 Projects

Project Name	Owner	Description of Work	Contract Value	Contact Name	Email
2023 Full Depth Reclamation on Various Roads	Summit County Government	Full depth reclamation of various roads in Summit County. Work included FDR of existing roads, grading, culvert replacement, asphalt paving, ditch grading, revegetation, and temporary traffic control.	\$ 832,951.50	Jim Benkelman	Jim.Benkelman@summitcountyco.gov
Continental Court Reconstruction	Summit County Government	Full depth reclamation of Continental Court in Breckenridge. Work included FDR of existing road, grading, culvert replacement, asphalt paving, ditch grading, revegetation, and temporary traffic control.	\$ 706,572.70	Jim Benkelman	Jim.Benkelman@summitcountyco.gov
Crescent Moon Trail Road Resurfacing	Hamilton Creek Metro District	Full depth reclamation of Crescent Moon Trail road. Work included FDR of existing road, grading, asphalt paving, ditch grading, revegetation, and temporary traffic control.	\$ 393,867.00	Don Leinweber	don@civilinsight.net

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Columbine Hills Construction LLC

is a

Limited Liability Company

formed or registered on 12/09/1985 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871648389 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/02/2025 that have been posted, and by documents delivered to this office electronically through 04/03/2025 @ 12:23:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/03/2025 @ 12:23:22 in accordance with applicable law. This certificate is assigned Confirmation Number 17169139 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

SECTION 00 43 13
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):
COLUMBINE HILLS CONSTRUCTION LLC
252 Warren Avenue, Suite 2-G
P. O. Box 2369
Silverthorne, Colorado 80498-2369

SURETY (Name and Address of Principal Place of Business):
HARCO NATIONAL INSURANCE COMPANY
4200 Six Forks Road, Suite 1400
Raleigh, North Carolina 27609

OWNER (Name and Address):
TOWN OF BLUE RIVER, COLORADO
P. O. Box 1784
Breckenridge, Colorado 80424

BID

Bid Due Date: April 3, 2025

Description (Project Name and Include Location): Spruce Creek Road Improvements

BOND

Bond Number: Not Applicable

Date (Not earlier than Bid due date): April 3, 2025

Penal sum Five Percent of the Total Amount of the Bid \$ 5%
(Words) (Figures)

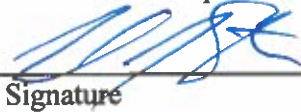
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

COLUMBINE HILLS CONSTRUCTION LLC

Bidder's Name and Corporate Seal


By:


Signature

Andrew Stallone
Print Name

Vice President
Title

Witness:

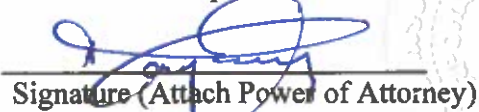
~~Attest~~ By: 
Signature Trish Sicut
Controller
~~Attest~~

SURETY

HARCO NATIONAL INSURANCE COMPANY

Surety's Name and Corporate Seal


By:

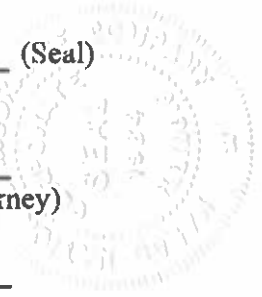
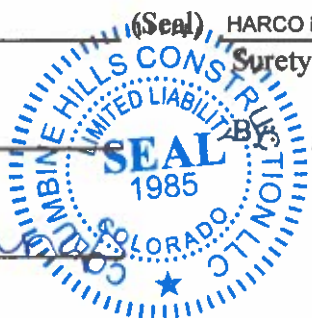

Signature (Attach Power of Attorney)

Douglas J. Rothery
Print Name

Attorney-in-Fact
Title

Witness:

~~Attest~~ By: 
Signature Cynthia M. Burnett
Littleton, Colorado
~~Attest~~



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Not Applicable

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DOUGLAS J. ROTHEY, ZACH ROTHEY, CYNTHIA M. BURNETT, KIM PAYTON, ERIK ULIBARRI

Denver, CO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

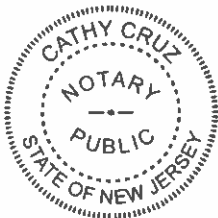
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 3, 2025

A00911

Irene Martins, Assistant Secretary



Town of Blue River

April 1, 2025

CML Nominating Committee
1144 Sherman Street
Denver, Colorado 80203
VIA EMAIL

Dear Committee Members:

The Board of Trustees for the Town of Blue River endorses the application of Michelle Eddy, Town Manager/Clerk, for nomination to the Colorado Municipal League's Executive Board for the slate of nominees who are to be voted on by the membership at the 2025 CML Annual Business Meeting.

Sincerely,

Mayor Nicholas Decicco
Town of Blue River

&

The Town of Blue River Board of Trustees

P.O. Box 1784, Breckenridge, CO 80424
970-547-0545, <https://townofblueriver.colorado.gov>

TOWN OF BLUE RIVER, COLORADO

ORDINANCE NO. 2025-05

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
BLUE RIVER, COLORADO, ADOPTING A NEW ARTICLE 5 OF
CHAPTER 16A OF THE BLUE RIVER MUNICIPAL CODE (A CHAPTER
OF THE LAND USE CODE) TO CREATE A NEW RESIDENTIAL
CONSERVATION (RC) ZONE DISTRICT**

WHEREAS, the Town of Blue River, Colorado (“Town”) is a statutory municipality incorporated and organized pursuant to the provisions of Section 31-2-101, et seq., C.R.S.; and

WHEREAS, the Town is authorized to exercise police powers and to enact laws that promote the health, safety, and welfare of its citizens and to plan and regulate the use of land within its jurisdiction; and

WHEREAS, Colorado Revised Statutes § 31-15-103 grants municipalities the power to adopt ordinances “necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience” of the municipality and its inhabitants; and

WHEREAS, Article 23 Colorado Revised Statutes §§ 31-15-401 and 31-23-302 grants municipalities police powers, which include the power to regulate the location of uses and the use of land within the community; and

WHEREAS, the Town has created districts within its jurisdiction to provide for uses that will best protect the health and safety and to protect the environment and natural character of the Town; and

WHEREAS, the Board of Trustees determined that a new zone district is needed to ensure that larger tracts and parcels of land within the Town will develop in a reasonable manner with a lower density and which balances the rights of property owners to develop while protecting the environment and natural character of the Town.

BE IT ORDAINED by the Board of Trustees of the Town of Blue River, Colorado, as follows::

Section 1. Adoption of New Article 5 of Chapter 16A of the Municipal Code (Land Use Code). A new Article 5 of Chapter 16A (which Article was previously reserved) of the Municipal Code of the Town of Blue River (a part of the Blue River Land Use Code) is adopted to read as follows:

Article 5 Residential Conservation District (RC)

Sec. 16A-5-10. Purpose.

The purpose of the Residential Conservation District (RC) is to encourage very low residential density in the development of land while conserving and preserving the natural and scenic features of open and wooded areas, and to protect the natural and environmental character and values of the Town. The RC District is most appropriate for areas that include topographical or physiographic limitations affecting development such as wetlands, floodplains, steep slopes, heavily wooded areas, and wildlife habitat. The RC District is intended to offer landowners the reasonable opportunity to establish residential dwelling units on lots that will directly benefit from the preservation of natural and scenic features and the surrounding undeveloped natural environment on the *lot*.

Sec. 16A-5-20. Principal Permitted Uses.

The following uses are permitted in the Residential Conservation District:

- One (1) *Single-Family Building* for each legally recognized *lot*; or
- Any use of property expressly required to be recognized by federal or state law as a residential use.

Any use not expressly permitted will require a text amendment of this section. *See* Article 29 of Chapter 16A.

Sec. 16A-5-30. Accessory Uses.

The following *accessory uses* are permitted:

- *Home occupation*
- *Family Child Care Home*.

Sec. 16A-5-40. Prohibited Uses.

The following uses are prohibited in the Residential Conservation District:

- Any use not otherwise authorized by Section 16A-5-20.
- Any *accessory use* not otherwise authorized by Section 16A-5-30.

Sec. 16A-5-50. Accessory Improvements.

(a) Permitted Accessory Improvements. The following *accessory improvements* are lawful and permitted and, where indicated, regulates such *accessory improvements*:

Accessory Improvement	Reference Section
Berm	See Section 16B-7-20
Garage	See Section 16B-7-30
Shed (including greenhouse)	See Section 16B-7-40
Driveway	See Section 16B-7-50
Parking Areas	See Section 16B-7-60
Walkway	See Section 16B-7-70
Deck	See Section 16B-7-100
Gazebo, Pergola, and Similar Structures	See Section 16B-7-110
Hot Tub or Sauna (Exterior)	See Section 16B-7-120
Recreational Improvement: Fire Pit, Outdoor Fireplace, Chimenea, Playground Equipment	See Section 16B-7-130
Fences	See Section 16B-7-140
Walls	See Section 16B-7-150
Flagpoles	See Section 16B-7-160
Signs	See Section 16B-8-10
Lighting	See Section 16B-9-10
Utilities	See Section 16B-3-10
Any building, structure, or improvement not listed in this Section 16A-3-50 and which is administratively determined by the Town Manager as: (a) meeting the definition of Accessory Improvement; and (b) presenting no greater impact upon the neighborhood than other approved Accessory Improvements.	See Section 16-1-100

(b) Prohibited Accessory Improvements. The following Accessory Improvements are prohibited in the Residential Conservation District:

Any accessory improvement not listed in Section 16-5-50(a) and specifically including without limitation:

- Tennis, Pickleball, and other outdoor recreational courts.
- Swimming pools (above ground, in ground, and whether or not enclosed within a building or structure).
- Permanent skate or rollerblade park or rink.
- Shooting or archery range.

Sec. 16A-5-60. Zone District Standards.

Minimum Lot Size	Ten (10) acres (435,600 square feet).
Minimum Lot Width	300 feet
Front Yard Setback	Minimum 30 Feet
Rear Yard Setback	Minimum 50 Feet
Side Yard Setback	Minimum 50 Feet
Building Height	Maximum 35 feet.

Sec. 16A-5-70. Reserved.

Sec. 16A-5-80. Zoning Variance.

An application for a zoning variance is authorized pursuant to Article 7 of Chapter 16.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 3. **Repeal.** All Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

Section 4. **Minor Revision or Correction Authorized.** The Town Manager, in consultation with the Town Attorney, is authorized to make minor revisions or corrections to the codified version of the provisions of this Ordinance provided that such revisions or corrections are grammatical, typographical, or non-substantive and do not alter or change the meaning and intent of this Ordinance.

Section 5. **Effective Date.** The provisions of this Ordinance shall become effective thirty (30) days after publication following the final passage.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the 15th day of April, 2025.

Mayor

ATTEST:

Town Clerk

Published in the Summit County Journal _____, 2025.



Town of Blue River Memorandum

TO: Mayor Decicco & Members of the Board of Trustees

FROM: Town Manager Michelle Eddy

DATE: April 2, 2025

SUBJECT: **Planning & Zoning Commission Recommendations**

Mayor & Trustees

On April 1, 2025 the Planning & Zoning Commission held two public hearings and reviewed Ordinance 2025-05 and Ordinance 2025-06. They approved recommendations for adoption with the following to be considered in adoption.

Ordinance 2025-05 Establishing Residential Conservation Zone District

- Recommendation to consider adding additional zone districts to address other lot sizes.
- Recommendation to consider changing the name of the zone district.

Ordinance 2025-06 Amendment to the Land Use Code Concerning Construction Rules and Regulations

- Recommendation to remove the requirement of screening of the porta potty.
- Recommendation to amend the trash requirement to maintaining a clean site versus weekly removal.

TOWN OF BLUE RIVER, COLORADO

ORDINANCE NO. 2025-06

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
BLUE RIVER, COLORADO, AMENDING CONSTRUCTION
MANAGEMENT REQUIREMENTS OF THE LAND USE CODE,
ARTICLE 14 OF CHAPTER 16B OF THE MUNICIPAL CODE**

WHEREAS, the Town of Blue River, Colorado (“Town”) is a statutory municipality incorporated and organized pursuant to the provisions of Section 31-2-101, et seq., C.R.S.; and

WHEREAS, the Board of Trustees for the Town of Blue River (“Board”) adopted in 2023 the Blue River Land Use Code (“LUC”) to govern and regulate the use of land within the Town; and

WHEREAS, the manner in which construction and development on a lot is undertaken is an important part of protecting the health, safety and welfare of the Town; and

WHEREAS, the Board of Trustees desires that new construction standards and requirements are imposed on all construction; and

BE IT ORDAINED by the Board of Trustees of the Town of Blue River, Colorado, as follows:

Section 1. Amendment of Article 15 of Chapter 16B of the Municipal Code. Article 15 of Chapter 16B of the Municipal Code, a part of the Land Use Code, is hereby amended to read in full as follows:

Article 14. Construction Management Requirements.

Sec. 16B-15-10. Purpose.

Construction within the Town of Blue River can significantly impact other owners, occupants, and visitors and create noise, traffic, smoke, and trash that degrade the environment and the natural character the Town seeks to preserve. This Article balances the reasonable need to engage in construction activities while protecting the environment, the natural character the Town, and protecting the health, safety, and welfare of the Town. Construction sites and construction operations undertaken under the authority of any Town-issued permit (including building permits) shall conform to the standard and requirement of this Article.

Sec. 16B-15-20. Responsibility for Compliance.

Owners engaged in the development or improvement of a *lot*, or who commission or cause others to perform the development or improvement of a *lot* such as but not limited to the Owner's contractors and subcontractors (collectively "contractors"), for which a permit is issued by the Town shall be responsible for compliance with this Article. In addition, contractors and others performing services on behalf of the owner may be held responsible for compliance for specific actions and activities that fail to comply with this Article. The Town reserves the right to enforce the requirements of this Article pursuant to the Municipal Code and this Land Use Code against either the owner of a lot, contractors and others those engaging in construction activity on behalf of an owner, or both.

Sec. 16B-15-30. Reserved.

Sec. 16B-15-40. Access and Parking.

- (a) Vehicles used in construction or improvement upon any *lot* shall gain access to the *lot* only from existing roads adjacent to the construction site.
- (b) Parking will not be allowed, at any time, on Town roads without prior approval from the Town. With Town approval, all vehicles must either be on the *lot* subject to development or improvement or parked on one side of the road in a manner which does not block a driveway, a road, or vehicles traveling on a road. In cases where the Town is engaged in snow removal operations, parking on a road shall be prohibited. As a condition of the Town's approval of parking, the Town may impose safety precautions deemed necessary by the Town to ensure safety, including, but not limited to, safety cones, barriers, and on-site traffic management by flaggers.

Sec. 16B-15-50. Blasting.

No blasting shall be performed on any property without the Town Manager's prior written consent. Notification of blasting shall be provided a minimum of 24 hours in advance of any blasting operations, and in all cases blasting shall occur only between the hours of 9:00 a.m. and 5:00 p.m. Blasting may be subject to conditions and restrictions, deemed necessary and determined by the Town Manager or Town Building Official in their sole and absolute discretion, and conditions or restrictions may vary from property to property.

Sec. 16B-15-60. Erosion Control and Vegetation Protection.

The Building Official shall not approve any proposed *construction activity* unless and until the activity has received Town approval of methods or practices to ensure erosion control and soil stabilization. If requested by the Town, the Owner is responsible for submitting a plan for methods and practices to the Town for erosion control and soil stabilization.

Sec. 16B-15-70. Construction Equipment and Material Storage.

Each Owner and contractors shall ensure that all construction material is stored in a designated materials storage area that is located to minimize the visual impact from adjacent properties and roadways.

Sec. 16B-15-80. Debris and Trash Removal.

Owners and their contractors shall be responsible for assuring that:

- (a) At the end of each day, all trash and debris on the *construction site* is cleaned up and stored in proper covered containers or organized and secured piles which will ensure that the trash and debris is not subject to wind or other conditions that may cause the trash and debris to be blown about the *construction site* or onto adjacent property or roads.
- (b) At least once a week, all trash and debris are removed from the *construction site* and properly disposed at an authorized dumpsite located off the *construction site*.
- (c) All trash and debris which may attract wildlife shall either be removed from the site at the end of each workday or disposed of in a bear-proof trash containers available on-site.
- (d) Regardless of cause, it shall be unlawful and a violation of this Article for any trash or debris from the *construction site* to be leave the *construction site* and be deposited upon a public or private road or any adjacent property.

Sec. 16B-15-90. Construction Hours and Noise.

- (a) *Construction activities* shall occur only within the following hours, and it shall be unlawful for *construction activities* to be conducted outside of the following hours:

Monday through Friday: 7:30 AM – 6:00 PM
Saturday/Sunday: 9:00 AM – 5:00 PM

- (b) Entrance to work site for the purpose of organizing and setting up *construction activities* is permitted one half hour prior to Monday through Friday 7:00 AM and Saturday 8:30 AM. During such half-hour organization and set-up period, the operation of heavy equipment, compressors, impact tools, or any activity that creates noise that is audible to the occupants of an adjacent *lot* shall be prohibited.
- (c) At all times, the Owner and contractor shall use reasonable efforts to minimize noise resulting from construction activity.

Sec. 16B-15-100. Construction Related Vehicle Travel.

Construction vehicles shall obey all posted speed limits and traffic regulations within the Town. During winter months, construction and delivery trucks must be capable of traveling mountain roads and be equipped with 4-wheel drive or equipped with chains.

Sec. 16B-15-110. Field Staking.

All building footprints, setback lines, and driveways, storage and lay-down areas shall be staked in the field. A licensed Colorado land surveyor shall stake the building footprint and setback lines.

Sec. 16B-15-120. Fire Protection.

At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times. Fire protection is the Owner's responsibility, but the Town recommends that the Owner establish additional fire protection, the handling of combustible materials and suppression measures as part of an overall site safety program.

Sec. 16B-15-130. Prohibited General Practices.

All Owners will be responsible for the conduct and behavior of their representatives and contractors in the Town. The following practices are unlawful and shall constitute a violation of this Article:

- (1) Changing oil on any vehicle or equipment on the construction site;
- (2) Allowing concrete suppliers and contractors to clean their equipment on any Town property, roadway, right-of-way, ditch, easement, or property other than the construction site;
- (3) Removing any rocks, plant material, topsoil, or similar items from any property of others within Town;
- (4) Using disposal methods or units other than those approved by the Town;
- (5) Careless disposition of cigarettes and other flammable materials;

- (6) Disruptive activity including, but not limited to, public drinking, public nuisances, and disturbing the peace;
- (7) Working before or after the scheduled construction hours without prior permission;
- (8) Driving trucks with uncovered loads the in the Town.

Sec. 16B-15-140. Roadway Maintenance

Owners and their contractors shall keep all Town roads and road rights-of-way free and clear of all materials, rubbish, and debris resulting from Owner's construction activity and will be responsible for the cost for any damage to roads, road rights-of-way, landscaping, and other streetscape improvements within the Town caused by Construction Vehicles used in connection with Owner's Construction Activity. No road cuts, deletions, or additions shall be made without a permit from the Town.

Sec. 16B-15-150. Sanitary Facilities

On-site, enclosed, chemical toilets must be available at all times when construction activity is taking place on a construction site. Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on adjacent lots. In no instance shall chemical toilets be placed within any road right-of-way or on any road.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 3. Repeal. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

Section 4. Revision or Correction Authorized. The Town Manager, in consultation with the Town Attorney, is authorized to make minor revisions or corrections to the codified version of the provisions of this Ordinance provided that such revisions or corrections are grammatical, typographical, or non-substantive and do not alter or change the meaning and intent of this Ordinance.

Section 5. Effective Date. The provisions of this Ordinance shall become effective thirty (30) days after publication following the final passage.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the _____ day of _____, 2025.

Mayor

ATTEST:

Town Clerk

Published in the Summit County Journal _____, 2025.

TOWN OF BLUE RIVER, COLORADO

STAFF REPORT

TO: Mayor & Members of the Board of Trustees
THROUGH: Michelle Eddy, Town Manager
FROM: Bob Widner, Town Attorney
DATE: April 9, 2025
SUBJECT: Ordinance 2025-07 Authorizing Administrative Penalties

The attached ordinance will authorize the Town Manager to impose administrative penalties for violations of some provisions of the Municipal Code.

Administrative monetary penalties are not uncommon and can be found in many municipalities. Municipalities that impose administrative penalties typically do so for violations of business licensing requirements, nuisance requirements, and code compliance. Administrative penalties are not often deemed appropriate for matters that are criminal in nature and which require a heightened level of due process. Importantly, an individual who receives an administrative penalty has the right to appeal the penalty and a right to a hearing.

Administrative penalties are more efficient and cost-effective than issuance of a formal Summons and Complaint and a trial or hearing before the Municipal Court. In nearly all situations, the person who receives an administrative penalty acknowledges that they have violated the cited provision of the municipal code, pays the assessed penalty, ceases the violation, and brings their conduct into compliance to avoid future violations. The experience of other municipalities is that appeals are not common.

If the Board of Trustees approves Ordinance 2025-07, the Town Manager will work with the Town Attorney in drafting a policy that will guide the Town Manager's issuance of administrative penalties. That policy will be forwarded to the Board of Trustees and the Board of Trustees can ratify the policy, reject the policy, or require that the policy be amended.

If you have questions or concerns in advance of the April 15, 2025, meeting, please contact either Michelle Eddy or me at any time.

TOWN OF BLUE RIVER, COLORADO

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF BLUE RIVER, COLORADO, AMENDING ARTICLE IV OF THE MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 1-4-30 AUTHORIZING ADMINISTRATIVE MONETARY PENALTIES

WHEREAS, the Town of Blue River, Colorado (“Town”) is a statutory municipality incorporated and organized pursuant to the provisions of Section 31-2-101, et seq., C.R.S.; and

WHEREAS, the Board of Trustees for the Town of Blue River (“Board”) is authorized by the Colorado Constitution and state law to enact laws for the general health, safety, and welfare of its citizens and to impose penalties and fines for violation thereof.

BE IT ORDAINED by the Board of Trustees of the Town of Blue River, Colorado, as follows:

Section 1. Amendment of Article IV of the Municipal Code. Article IV of the Blue River Municipal Code is hereby amended by the addition of a new Section 1-4-30 to read in full as follows:

Sec. 1-4-30. Administrative Penalties Authorized.

- (a) The Town Manager is authorized to promulgate a policy and program for the assessment or imposition of administrative monetary penalties for violations of the Municipal Code, including the Land Use Code, in accordance with this section.
- (b) Any policy for administrative penalties promulgated by the Town Manager, and any amendment of a policy, shall be submitted to the Board of Trustees for ratification before such policy becomes effective. The Board may, at any time, direct the Manager to modify an administrative policy or rescind a policy.
- (c) Any administrative policy promulgated by the Town Manager shall meet the following requirements:
 - (1) Penalties shall not be assessed for matters which are deemed criminal by law or which are addressed by the Town-adopted Model Traffic Code;

- (2) Any penalty imposed shall be based upon evidence which reasonably establishes a basis for a violation;
- (3) Penalties imposed shall conform to a written schedule of amounts to be imposed for a violation prepared by the Town Manager and made publicly available by posting on the Town's website;
- (4) The penalty schedule may establish an increasing amount of monetary penalties based upon the number of violations of the same or similar nature;
- (5) No single administrative penalty shall be less than \$100 or exceed \$2,750;
- (6) Monetary penalties remaining unpaid after thirty (30) days may be submitted to a collection agency and, in addition, any permit or authorization related to the violation (e.g., building permit or license) may be revoked or rescinded pending full payment; and
- (7) A right of appeal of a penalty shall be provided with the right of appeal to expire thirty (30) days after notice of penalty.

Section 2. Severability. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 3. Repeal. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

Section 4. Revision or Correction Authorized. The Town Manager, in consultation with the Town Attorney, is authorized to make minor revisions or corrections to the codified version of the provisions of this Ordinance provided that such revisions or corrections are grammatical, typographical, or non-substantive and do not alter or change the meaning and intent of this Ordinance.

Section 5. Effective Date. The provisions of this Ordinance shall become effective thirty (30) days after publication following the final passage.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED at a regular meeting of the Board of Trustees of the Town of Blue River, Colorado, held on the _____ day of _____, 2025.

Mayor

ATTEST:

Town Clerk

Published in the Summit County Journal _____, 2025.



Town of Blue River Memorandum

TO: Mayor Decicco & Members of the Board of Trustees

FROM: John DeBee

CC: Town Manager Michelle Eddy

DATE: 03/28/2025

SUBJECT: Summit County Transit Advisory

Mayor & Trustees,

Staff attended an *unusually short* monthly Summit County Transit Authority meeting on March 26, 2025.

Meeting Summary:

- Financial
 - County wide sales tax collections are down.
- Operations
 - Ridership for the Blue River commuter is down, however the Park County commuter saw a 38% increase. The Park County commuter utilizes the same stops through Blue River with an adjustment for pick-up and drop off times.
 - The charging stations for the electric buses are not currently functioning. It is anticipated the issues will be resolved with the electric buses becoming operational again by April 30.
- Planning
 - Discussion for the new Transit facility included:
 - The visibility and high priority of this infrastructure project.
 - The fiscal risk and the timing of grant funding.
 - The anticipated completion date is July 2026.
- MicroTransit Program
 - No discussion.



Blue River Manager Report

April 2025

Submitted by: Town Manager Michelle Eddy

Colorado Municipal League Update

- Registration is now open for the annual conference that will be held June 24-27th in Breckenridge. As of this report Mayor Decicco, Trustee Slaughter, Manager Eddy, Attorney Widner and Deputy Clerk DeBee have registered to attend.

Defensible Space & Right-of-Way Grants

- Applications are being accepted for the 2025 Defensible Space Grants. Applications are due by April 18th.
- The right-of-way grant work identified in 2024, will have work completed this summer. Anyone wishing to have trees within the right-of-way for hazard mitigation removed should contact Town Hall for a project review.

Blue River Watershed Group

The Town is participating in the Blue River Watershed Group which is working to identify post fire hydraulic hazards. The group is currently obtaining all of the funding for the project and has started to identify some key area concerns.

Summit Stage

A survey is being conducted to obtain feedback on service to Blue River. The goal is to better understand use and why people may or may not use the free bus service. The survey runs through April 11th.

Countywide Evacuation Assessment Plan

The Town is participating in the Countywide Evacuation Assessment plan. Information on the work and a public survey is available here: [Summit County Comprehensive Emergency Evacuation Assessment](#)

Safe Streets Grant

A grant application is being submitted for a Safe Streets Grant. If awarded, it will provide funding to hire a consultant to develop a safety plan for Hwy 9. The plan evaluate the needs for shoulders, cross walks and non-motorized routes.

Mountain Energy Coalition

The Town is participating with the Towns of Breckenridge, Dillon, Frisco, Keystone, Silverthorne and Summit County in appealing to the Public Utilities Commission on an Xcel request. Synapse has been hired to consult on the process. An intergovernmental agreement will be brought forward for review by the Trustees.

Board Retreat

The annual Board of Trustees Retreat will be Tuesday, May 6th, 8:00-3:00 p.m.

Upcoming Events

Clean-up Day, Saturday May 31st 9 a.m.

Trash bags will be available and residents are encouraged to pick up trash along roads and neighborhoods. There will be a free hard recycle station at the County Commons.

Trails Day, Saturday, August 16th

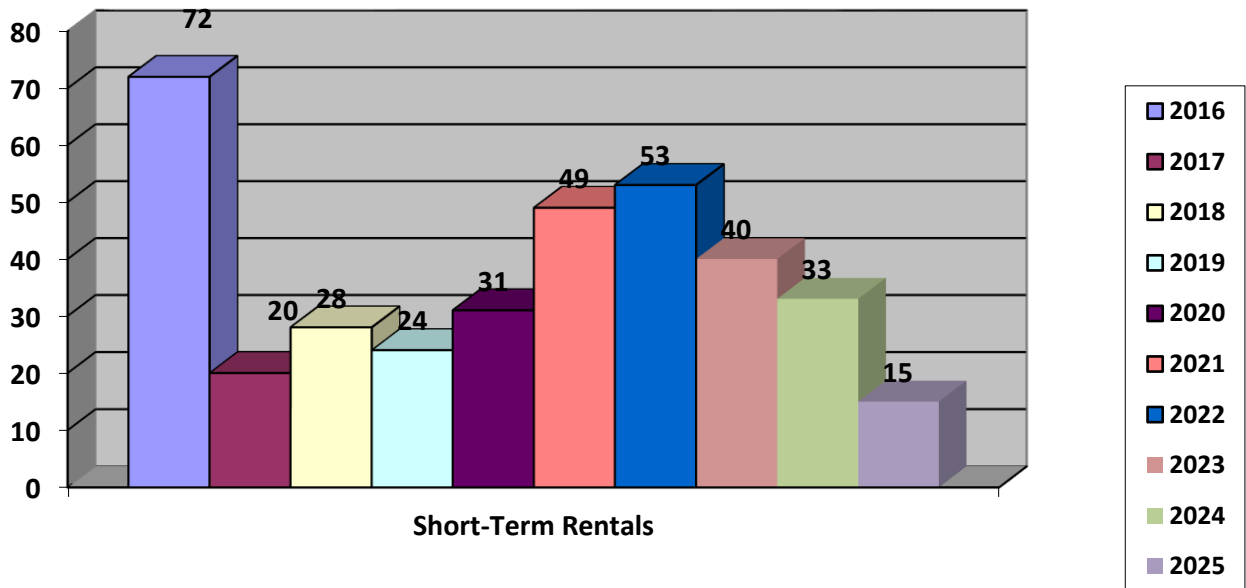
A Trails Day event is being put together in partnership with the Town of Breckenridge and Summit County. The work will include trail rerouting and rebuilding the bridge off of the Bonanza lot. Volunteers may sign up at info@townofblueriver.org. More information to come soon.

Blue River East Fire Mitigation

The Blue River East Fire Mitigation project is on schedule to be conducted in mid to late July.

High School Scholarships

The Town of Blue River awarded three scholarships this year. Congratulations to Makena Brendal, Finn Buck, and Merrick Neerhof as well as all of the 2025 High School Graduates.



Town Statistics

Facebook Page Likes
 Town-1,300
 Police Department-917
 Instagram-1,263 followers
 Threads-218
 Residents on Email List-1,033
 Blue River News-1,217
 TextMyGov-156
 Business Licenses-254
 Lodging Registrations Issued-221

Building Statistics-March 2025

Permits Issued: 5
 YTD Total: 16
 Inspections: 53
 YTD Total: 129
 New Construction: 0
 Certificate of Occupancy: 3

Financial Summary Report

Prepared by: Michelle Eddy, Town Manager

Month Ending March 31, 2025

Quarterly revenues are currently up 4% to budget primarily under the building department and general tax revenue. Expenses are ahead of budget by 23%. This is a timing issue with many expenses being due early in the year. It is anticipated this will level out as the year progresses.

Reserve Accounts

Unrestricted

Reserve accounts Alpine Bank:	\$1,494,463.21
Colorado Trust Assigned to Capital:	\$3,215,454.46
Colorado Trust Assigned to Broadband:	\$216,962.63
CSAFE:	\$100.00
Illiquid Trust Funds:	\$1,187.42
Total Unrestricted	\$4,928,167.72

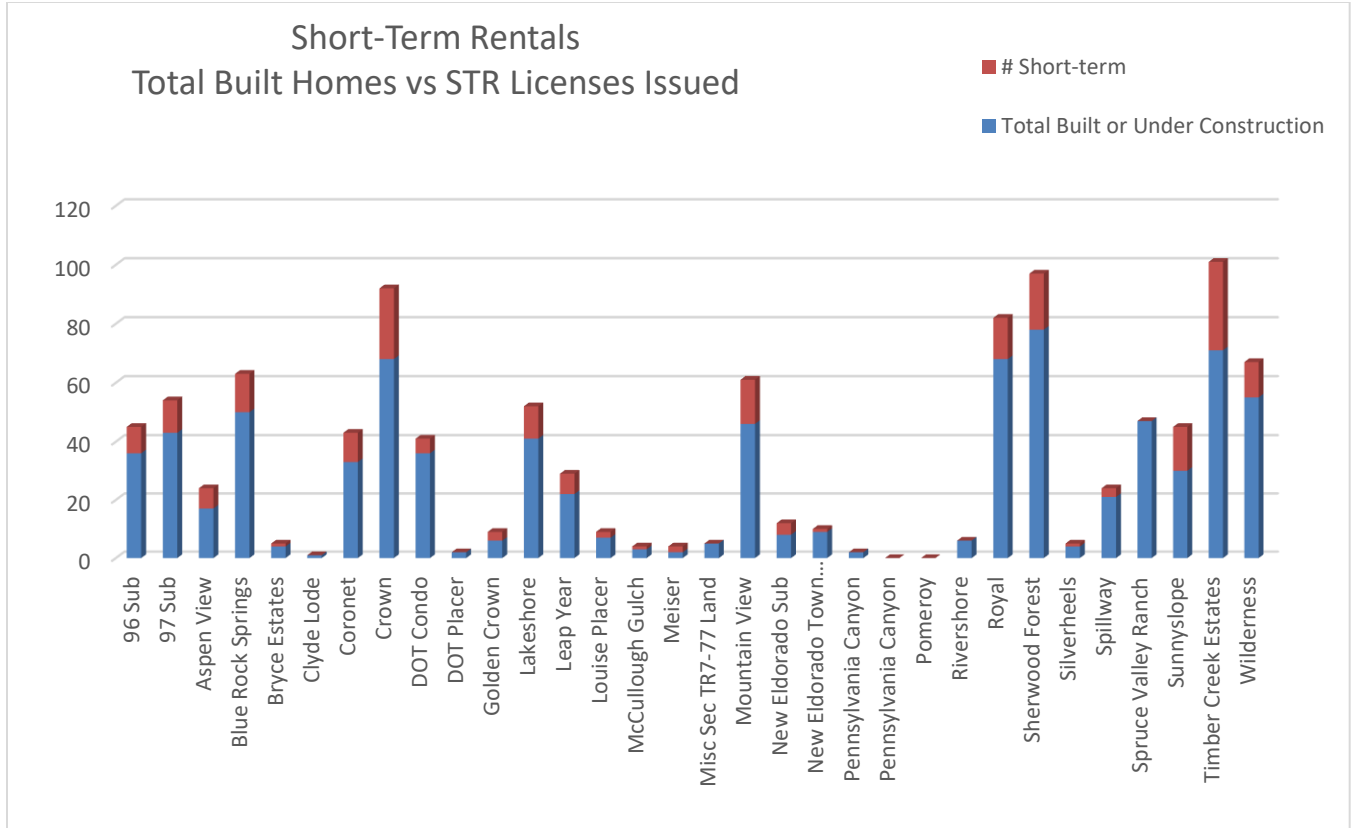
Restricted

American Rescue Plan Funds:	\$187,711.64
Conservation Trust:	\$165,880.32
Total Reserves Restricted	\$353,591.96

Annual Revenue

Year	Sales Tax	Lodging Tax
2016	\$264,757.05	\$123,742.00
2017	\$237,468.92	\$126,585.55
2018	\$286,968.54	\$155,511.07
2019	\$425,616.72	\$166,883.33
2020	\$842,141.13	\$176,339.81
2021	\$844,558.23	\$228,743.34
2022	\$1,002,256.27	\$327,762.62
2023	\$996,818.50	\$303,230.72
2024	\$1,064,654.64	\$383,711.68
2025	\$268,361.46	\$73,911.38

Short-term Rental Locations





Town of Blue River Memorandum

TO: Mayor Decicco & Members of the Board of Trustees
FROM: Code Ambassador Ryan Cyphert
CC: Town Manager Michelle Eddy
DATE: April 8, 2025
SUBJECT: Code Enforcement March EOM

Mayor & Trustees

The third month of the year ending March 31, 2025, was our busiest of the year so far with a total number of 12 violations assessed and recorded.

Breakdown

Street parking	6	50%
Animal control	3	25%
Trash	3	25%

Takeaways

Street parking continues to be our biggest code complaint issue, with 6 violations for the month. The numbers are down slightly from last month but are the same level as January. Most of the vehicles found to be in violation are witnessed on my daily rounds or by BRPD, not by community complaint. Not all instances/interactions were issued a violation if able to contact, inform and remedy immediately.

We had 3 animal control violations this month, which is still tracking as the number two most frequent code complaint within town. But trash violations are slowly becoming more common. As the weather warms we will need to be extra vigilant with receptacles left out or unsecured.

On March 1st, under the Town Manager's direction, I started cataloging all STRs in town and associating them with their respective VRBO and AirBnb accounts to make sure ads match the specs of the property as reported to the town and that license numbers are included on each ad. I am also updating owner, current property management and contact info to the database.

Street number visibility is still a community-wide safety concern.

Michelle Eddy

From: Dan Cleary Planning Cx <cleary.upperblue@gmail.com>
Sent: Tuesday, April 1, 2025 12:18 PM
To: Michelle Eddy
Subject: UBPC, Re: March 2025 Report

Follow Up Flag: Follow up
Flag Status: Completed

Michelle,

There was no Countywide PC meeting since my last update.

On 3/27/25 the UBPC reviewed PLN24-053.

This was a non conforming parcel plan review for a single family home on 4.67 acres zoned A-1.

The project is located in Gold Hill on TR 6-77 Sec 07 Qtr 3 Mining Claim(s) cont 4.670 acres DU LAC PLACER MS# 13802 Acres 4.670 AKA TRACT #2A 7-6-77, zoned A-1.

The application was approved. Please call or email with any questions.

Thank you,

Dan