

**CLEAR CREEK COUNTY PUBLIC WORKS DIVISION  
3549 STANLEY ROAD (CR 312)  
P.O. BOX 362  
DUMONT, COLORADO 80436  
303-679-2470 - Fax: 303-567-2210**

**REQUEST FOR BIDS**

**PAVEMENT OVERLAY AND  
CONSTRUCTION OF SEDIMENTATION PONDS  
FOR  
COUNTY ROAD 170**

**PW 22-04**



**Bids must be submitted no later than  
2:00 p.m. local time on  
January 18, 2023**

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### **Construction Bid Plans and Technical Specifications**

Interested firms must contact the Road & Bridge Department via email at [pw@clearcreekcounty.us](mailto:pw@clearcreekcounty.us) to obtain request a copy of the construction bid plans & Technical Specifications and to receive an invitation to the pre-bid meeting.

**DIVISION 0**  
**BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS**  
**OF THE CONTRACT**

**SECTION 00100**  
**GENERAL INFORMATION TO BIDDERS**

**INTRODUCTION**

Notice is hereby given that the Clear Creek County Public Works Division – Road & Bridge Department is requesting bids for pavement overlay and construction sedimentation ponds on County Road 170.

**INFORMATION AVAILABLE TO BIDDERS**

Beginning November 23, 2022, Request for Bid (RFB) Documents can be found at the following designated website:

<https://co-clearcreekcounty2.civicplus.com/Bids.aspx?CatID=17>

**Interested firms must contact the Road & Bridge Department via email at [pw@clearcreekcounty.us](mailto:pw@clearcreekcounty.us) to request a copy of the construction plans and to receive an invitation to the pre-bid meeting.**

A hard copy of the RFB may also be obtained at Public Works Department Administrative Office, 3549 Stanley Road (CR 312), in Dumont.

**TIME SCHEDULE**

The County will endeavor to use the following timetable for the Bid Process through to the completion of construction:

|                   |  |
|-------------------|--|
| November 23, 2022 | Request for Bids publicly advertised and available to Bidders  |
| January 5, 2023   | Pre-bid meeting at 10:00 a.m. via Zoom (link provided upon request)  |
| January 6, 2023   | Written inquiries due  |
| January 11, 2023  | Responses to inquiries posted on the County’s website  |
| January 18, 2023  | Bids received by 2:00 p.m. local time, publicly opened via Zoom:<br><br>Join Zoom Meeting<br><a href="https://us06web.zoom.us/j/86251523489?pwd=a3oxUIZlamN0Tm1PeGZiMFVJRfIBdz09">https://us06web.zoom.us/j/86251523489?pwd=a3oxUIZlamN0Tm1PeGZiMFVJRfIBdz09</a> |
| February 7, 2023  | Anticipated Bid Award Date   |
| June 1, 2023      | Issue Notice to Proceed  |
| August 18, 2023   | Final Completion Date  |

## **BID SUBMITTAL INFORMATION**

All Work shall be constructed in accordance with the plans, specifications and contract documents provided herein. All bids shall be made on bid forms furnished in the bidding documents, and must be enclosed in a sealed envelope and plainly identified and addressed to the Clear Creek County Public Works Division, Road and Bridge Department, 3549 Stanley Road, P. O. Box 362, Dumont, Colorado 80436. Each bid shall be accompanied by bid security, in the form of a bid bond in the amount equal to five percent (5%) of the total amount of the Base Bid made payable to the County as security that, if awarded a contract by the County, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificates of insurance. The bid bond may be forfeited, and the proceeds retained as penalty if the Bidder fails to execute a contract or file acceptable performance and payment bonds or provide an acceptable certificate of insurance as provided in the specifications. No bidder may withdraw a bid within ninety (90) days after the date set for opening bids.

The County reserves the right to reject any or all bids, to re-advertise for new bids and to waive informalities that may be in the best interests of the County. Bids with a total amount greater than 110% of the Engineer's Opinion of Construction Cost will not be awarded.

In the event the Low Apparent Bidder is more than 10% over the anticipated project budget, the Bid amount shall not be published on the date of the Bid opening. The bid shall only be disclosed upon verification by the Department that funds are available to award the project.

**- END OF SECTION 00100 -**

**SECTION 00101**  
**STATEMENT OF BIDDER'S QUALIFICATONS**

All Contractors intending to submit a bid for the listed Project shall submit a full and complete written statement on this form sworn to by an authorized officer of the company. No bid will be accepted from any person who has not submitted the statement in the manner and place as set forth in this document.

The Owner will evaluate the statement and find the maker of the statement either qualified or unqualified. If not satisfied with the sufficiency of any answers contained in the statement, the bid may be rejected or disregarded.

**Project Information**

Project Name and Description: County Road 170 PW 22-04

Owner's Representative: Stoy Streepey, County Engineer

Owners Name: Clear Creek County

Project Address: P.O. Box 362, 3549 Stanley Road (CR 312), Dumont CO 80436

**Contractor Information**

Name of Organization: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

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

Contractor's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**If contractor is a Corporation:**

Date and State of Organization: \_\_\_\_\_

List of Executive Officers, Names and Titles: \_\_\_\_\_  
\_\_\_\_\_

**If contractor is a Partnership:**

Date and State of Organization: \_\_\_\_\_

Name and Address and Form of Organization of Partnership: \_\_\_\_\_  
\_\_\_\_\_

Names and Addresses of Current General Partners: \_\_\_\_\_  
\_\_\_\_\_

**If contractor is a Joint Venture:**

Date and State of Organization: \_\_\_\_\_

Name and Address and Form of Organization of Joint Venture Partners: \_\_\_\_\_  
\_\_\_\_\_

**If contractor is a Sole Proprietorship \*:**

Name and Address of Owner or Owners: \_\_\_\_\_  
\_\_\_\_\_

Is Contractor an affiliate or associate of any other entity?  
Yes \_\_\_\_\_

If yes, show names and addresses of affiliated and associated companies: \_\_\_\_\_  
\_\_\_\_\_

\* NOTE: A Sole Proprietorship will be required to provide identification documents, proof of lawful residence in the US, and meet other requirements pursuant to §24-76.5-103, CRS.

**If contractor is a Limited Liability Company (LLC):**

Date and State of Organization: \_\_\_\_\_

Name and Address of all Members and, separately, all Managing Members: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Experience, Performance and Capabilities

1. On Attachment A or an equivalent attachment provide details of related construction experience of the principal individuals of your organization directly involved in construction activities. Include name, position, date started with your organization, experience in your organization, and previous experience.
2. On Attachment B or an equivalent attachment provide details of projects currently under construction by your organization. (If joint venture, list participants' projects separately.) Include name, location, description of project, owner, design engineer, contract price, percent completed, date of scheduled completion, reference/contact including address and phone numbers.
3. On Attachment C or an equivalent attachment list major related construction projects completed by your organization in the past five years. Include name, location, description of project, owner, design engineer, contract price, percent completed, date of scheduled completion, reference/contact including address and phone numbers.

Provide name of surety company along with agent's name, address and phone number:

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4. Has your organization ever defaulted on a contract? Yes \_\_\_ No \_\_\_ If yes, provide details on an attachment.
5. Has the organization ever failed to complete any work awarded to you? Yes \_\_\_ No \_\_\_ If yes, provide details on an attachment.
6. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization? Yes \_\_\_ No \_\_\_ If yes, provide details on an attachment.
7. [Intentionally left blank.]
8. Does the organization have projects not listed on Attachment B which commenced within the past four (4) years and have not reached final completion? Yes \_\_\_ No \_\_\_  
If yes, provide details on an attachment including Owner contact information.
9. State the general types of work performed by your company with your own work force.

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10. Describe your organization's permanent safety program, and provide the name of the individual(s) who will be responsible for safety procedures on this project.

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11. Provide the following information with respect to a Colorado financial institution familiar with your organization.

Name of Institution: \_\_\_\_\_

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

Account Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

12. Indicate approximate total bonding capacity of your organization:

\_\_\_\_\_ \$500,000 - \$2,000,000  
\_\_\_\_\_ \$2,000,000 - \$5,000,000  
\_\_\_\_\_ \$5,000,000 - \$10,000,000

13. List all past, current and pending lawsuits, judgments or other litigation against the Company and its Officers.

14. Provide a signed bid certification and affidavit of Non-Collusion.

I hereby certify that the information submitted herewith, including in any attachments, is true to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Organization: \_\_\_\_\_

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

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Seal

**Attachment A - Related Construction Experience of the Principal Individuals**

| Name | Position | Date Started with Organization | Experience in Your Organization | Prior Positions and Experience |
|------|----------|--------------------------------|---------------------------------|--------------------------------|
|      |          |                                |                                 |                                |
|      |          |                                |                                 |                                |
|      |          |                                |                                 |                                |
|      |          |                                |                                 |                                |
|      |          |                                |                                 |                                |

**Attachment B - Projects Currently Under Construction**

| Name, Location and Description of Project | Owner's Name, Contact Person, Address and Phone Number | Design Engineer's Name, Contact Person, Address and Phone Number | Contract Price | Percent Complete and Date of Scheduled Completion |
|---|--|--|----------------|---|
|   |  |  |                |   |
|   |  |  |                |   |
|   |  |  |                |   |
|   |  |  |                |   |
|   |  |  |                |   |

**Attachment C - Related Major Construction Projects Completed in Past 5 Years**

| Name, Location and Description of Project | Owner's Name, Contact Person, Address and Phone Number | Design Engineer's Name, Contact Person, Address and Phone Number | Contract Price | Date Completed |
|---|--|--|----------------|----------------|
|   |  |  |                |                |
|   |  |  |                |                |
|   |  |  |                |                |
|   |  |  |                |                |
|   |  |  |                |                |

**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - Not applicable

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Request for Bids may be obtained from Clear Creek County Public Works Division.
- 2.2 Owner, in making copies of Bidding Documents available on the terms stated in the General Information to Bidders, does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate Bidder's qualifications to perform the Work, the information listed in Section 00101 – Statement of Bidder's Qualifications shall be required to be submitted to the Owner at the date and time of the Bid. The Owner will review submitted qualifications. Only bids received from Bidders providing qualifications shall be accepted.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITES

4.1 Underground Facilities

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

- 4.2 On request, Owner will provide Bidder access to the Sites 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 Sites 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.
- 4.3 Pay attention to the Construction Plans to identify the general nature of other work that is to be performed at the Sites 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.
- 4.4 It is the responsibility of each Bidder before submitting a Bid to address the following:
  - A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

- B. Visit the Sites and become familiar with and satisfy Bidder as to the general, local, and Sites 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. Obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Sites which may affect cost, progress, or performance of the Work or which relate to any aspect of 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 safety precautions and programs incident thereto;
  - 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 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 Sites that relates to the Work as indicated in the Bidding Documents;
  - G. Correlate the information known to Bidder, information and observations obtained from visits to the Sites, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  - H. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
  - I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.5 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 Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner 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.
- 4.6 When conflicts, errors, ambiguities or discrepancies are discovered in or between Contract Documents and/or other related documents, and when said conflicts, etc. have not been resolved through the interpretations by the Owner as described in paragraph 4.7., Bidder shall include in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost. Such greater cost shall be included in the Bid.

## ARTICLE 5 - PRE-BID CONFERENCE

- 5.1 A Pre-Bid Conference will be held on January 5<sup>th</sup>, 2023, 10:00 a.m. local time via Zoom. To receive an invitation to the Pre-Bid Conference, email [pw@clearcreekcounty.us](mailto:pw@clearcreekcounty.us). Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or of any legal effect.

## ARTICLE 6 - SITES AND OTHER AREAS

- 6.1 The Sites are 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

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda posted to the County's website under the menu item "Bid Posting", "Public Works Division- Current Bid Postings", on the date as set forth in the Time Schedule. Questions received after the deadline for questions as set forth in the Time Schedule will not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner. Such Addenda will be issued on the County's website under the Bid Postings as previously referenced.

## ARTICLE 8 - BID SECURITY

- 8.1 A Bid shall be accompanied by a Bid Security made payable to Owner in an amount of 5-percent (5%) of Bidder's maximum Base Bid price and in the form of a certified check, cashier's check, certified credit union share draft or a Bid bond issued by a surety company meeting the requirements of these documents.
- 8.2 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 10 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 10 days after the Agreement is executed, whereupon Bid security furnished by such Bidders will be returned.
- 8.3 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

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

## ARTICLE 10 - LIQUIDATED DAMAGES

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

## ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.1 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 Owner, application for such acceptance will not be considered by Owner until after the Agreement is executed.

## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 The Bidder shall submit with the Bid to Owner a list of Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. An experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity shall be supplied if requested by Owner. If Owner, 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.
- 12.2 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 Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the execution of the Agreement.
- 12.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.4 Contractor must obtain Owner's approval prior to adding, deleting, or changing any Subcontractors after the award.



## ARTICLE 13 - PREPARATION OF BID

- 13.1 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.
- 13.2 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed 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, alternative, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.3 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 below the signature.
- 13.4 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 below the signature.
- 13.5 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 below the signature.
- 13.6 A Bid by an individual shall show the Bidder's name and official address.
- 13.7 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 below the signature.
- 13.8 All names shall be typed or printed in ink below the signatures.
- 13.9 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 The address 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 of Colorado or covenant to obtain such qualification prior to award of the Contract.

## ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

- 14.1 Unit Price/Lump Sum Basis
  - A. Bidders shall submit a Bid on a unit price/lump sum basis as set forth in the Bid Form.
  - B. Change Orders shall be in accordance with the unit prices as set forth in the Bid Form, to determine additions or deductions. For add-ons not included in the original Bid Schedule a maximum limit for determining overhead and profit for material and equipment shall not exceed cost plus 15-percent. Subcontractor markup shall not exceed 5-percent.

## ARTICLE 15 - SUBMITTAL OF BID

15.1 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- A. Section 00101 – Statement of Bidder’s Qualifications.
- B. Section 00440 – Tabulation of Subcontractors and Suppliers.
- C. Immigration Addendum
- D. Bid Certification and Affidavit of Non-Collusion

Original Bid Form shall be submitted no later than the date and time prescribed and at the place indicated in the Request for Bids. If the physical Bid Form is sent, it shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), including the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “*County Road 170 PW 22-04*” - *BID* ENCLOSED. A mailed Bid shall be addressed to the Public Works Division Director, Clear Creek County Public Works Division, P.O Box 362, 3549 Stanley Road (CR 312), Dumont Colorado 80436.

If a digital Bid Form is sent, it shall be provided in an Adobe Acrobat (.pdf) file format and the entire file shall be no larger than 15MB. A digital Bid shall be emailed to [pw@clearcreekcounty.us](mailto:pw@clearcreekcounty.us) with “*County Road PW 22-04*” - *BID* ENCLOSED in the subject line.

## ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the 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.

## ARTICLE 17 - OPENING OF BIDS

17.1 Bids will be opened at the time and place indicated in the Request for Bids and 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

18.1 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

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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 to perform the Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, Owner will award the Contract to the lowest responsible responsive Bidder whose Bid is in the best interests of the Project.

#### ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.1 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds, certificates of insurance and other Exhibits as listed in the Agreement.

#### ARTICLE 21 - SIGNING OF AGREEMENT

- 21.1 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner.

#### ARTICLE 22 - PREVAILING WAGES

- 22.1 Provisions for paying Prevailing Wages, if any, are set forth in the Supplementary Conditions.

**- END SECTION 00200-**

**SECTION 00410**  
**BID FORM**

Clear Creek County – County Road 170 PW 22-04

**ARTICLE 1 - BID RECIPIENT**

1.1 This Bid Is Submitted To:

Public Works Division Director  
Clear Creek County Public Works Division  
P O Box 362  
3549 County Road 312  
Dumont, Colorado 80436

1.2 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**

2.1 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 90 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**

3.1 In Submitting This Bid, Bidder Represents That:

A. Bidder has examined and carefully studied the Bidding Documents, the 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> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |

B. Bidder has visited the Sites and become familiar with and is satisfied as to the general, local and Sites conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.

- D. If applicable, Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Sites and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Sites (except Underground Facilities) which have been identified in Special Conditions.
- E. Bidder has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Sites which may affect cost, progress, or performance of the Work or which relate to any aspect of 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 to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any 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 and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Sites that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Sites, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof is acceptable to Bidder, and/or the greater quality or quantity resulting in the greater cost for any conflicts, errors, ambiguities, or discrepancies not resolved by Owner prior to submitting this Bid.
- J. 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.
- K. Bidder has examined and carefully prepared the proposal from the Bidding Documents and has checked the same in detail before submitting this Bid.
- L. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Bidder agrees to waive any claim it has or may have against the Owner arising out of or in connection with the administration, evaluation or recommendation of the Bid.

#### ARTICLE 4 - FURTHER REPRESENTATIONS

##### 4.1 Bidder further represents 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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.1 Quantities of Bid Items are summarized below for the entire project.

Bidder will complete the work in accordance with the contract documents for the following price(s):

| STATEMENT OF VALUES & BID TABULATION |   |      |                    |            |          |
|--------------------------------------|---|------|--------------------|------------|----------|
| BID ITEM NO.                         | DESCRIPTION                               | UNIT | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT   |
| 1                                    | Clearing and Grubbing                     | LS   | 1                  | \$ _____   | \$ _____ |
| 2                                    | Removal of Tree                           | EACH | 3                  | \$ _____   | \$ _____ |
| 3                                    | Removal of Pond Lining                    | EACH | 1                  | \$ _____   | \$ _____ |
| 4                                    | Removal of Pavement Marking               | SF   | 54                 | \$ _____   | \$ _____ |
| 5                                    | Sawing Asphalt Material (6 Inch)          | LF   | 2,026              | \$ _____   | \$ _____ |
| 6                                    | Unclassified Excavation (Channel Grading) | LF   | 582                | \$ _____   | \$ _____ |
| 7                                    | Embankment Material (Complete in Place)   | CY   | 169                | \$ _____   | \$ _____ |
| 8                                    | Borrow (Complete in Place)                | CY   | 30                 | \$ _____   | \$ _____ |
| 9                                    | Potholing                                 | HOUR | 8                  | \$ _____   | \$ _____ |
| 10                                   | Filter Material (Class B)                 | CY   | 59                 | \$ _____   | \$ _____ |
| 11                                   | Bed Course Material                       | CY   | 33                 | \$ _____   | \$ _____ |
| 12                                   | Topsoil                                   | CY   | 242                | \$ _____   | \$ _____ |
| 13                                   | Stockpile Topsoil                         | CY   | 242                | \$ _____   | \$ _____ |
| 14                                   | Erosion Log Type I (12 Inch)              | LF   | 400                | \$ _____   | \$ _____ |
| 15                                   | Aggregate Bag                             | LF   | 150                | \$ _____   | \$ _____ |
| 16                                   | Rock Check Dam                            | EACH | 27                 | \$ _____   | \$ _____ |
| 17                                   | Pre-Fabricated Vehicle Tracking Pad       | EACH | 1                  | \$ _____   | \$ _____ |

|           |  |             |              |                 |                 |
|-----------|--|-------------|--------------|-----------------|-----------------|
| <b>18</b> | <b>Removal and Disposal of Sediment (Labor)</b>          | <b>HOUR</b> | <b>30</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>19</b> | <b>Removal and Disposal of Sediment (Equipment)</b>      | <b>HOUR</b> | <b>30</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>20</b> | <b>Sweeping (Sediment Removal)</b>                       | <b>HOUR</b> | <b>40</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>21</b> | <b>Reset Pre-Fabricated Vehicle Tracking Pad</b>         | <b>EACH</b> | <b>1</b>     | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>22</b> | <b>Relay Riprap</b>                                      | <b>CY</b>   | <b>22</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>23</b> | <b>Soil Conditioning</b>                                 | <b>ACRE</b> | <b>0.3</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>24</b> | <b>Seeding (Native) Hydraulic</b>                        | <b>ACRE</b> | <b>0.3</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>25</b> | <b>Spray-on Mulch Blanket</b>                            | <b>ACRE</b> | <b>0.3</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>26</b> | <b>Evergreen Tree (4 Foot) (Ball and Burlap)</b>         | <b>EACH</b> | <b>3</b>     | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>27</b> | <b>Wildlife Biologist</b>                                | <b>HOUR</b> | <b>10</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>28</b> | <b>Aggregate Base Course (Class 6)</b>                   | <b>CY</b>   | <b>24</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>29</b> | <b>Aggregate Base Course (Recycled Asphalt Pavement)</b> | <b>CY</b>   | <b>87</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>30</b> | <b>Reconditioning</b>                                    | <b>SY</b>   | <b>680</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>31</b> | <b>Hot Mix Asphalt (Patching) (Asphalt)</b>              | <b>TON</b>  | <b>244</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>32</b> | <b>Hot Mix Asphalt (Grading SX) (75) (PG 58-28)</b>      | <b>TON</b>  | <b>4,435</b> | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>33</b> | <b>Emulsified Asphalt (CSS-1H)</b>                       | <b>GAL</b>  | <b>2,016</b> | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>34</b> | <b>Geotextile (Separator) (Class 1)</b>                  | <b>SY</b>   | <b>41</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>35</b> | <b>Riprap (9 Inch)</b>                                   | <b>CY</b>   | <b>63</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>36</b> | <b>4 Inch Perforated Pipe Underdrain</b>                 | <b>LF</b>   | <b>95</b>    | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>37</b> | <b>Fence (Plastic)</b>                                   | <b>LF</b>   | <b>200</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>38</b> | <b>Location Marker (Depth Gauge)</b>                     | <b>EACH</b> | <b>2</b>     | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>39</b> | <b>Location Marker (Utility) (Flat Slat)</b>             | <b>EACH</b> | <b>6</b>     | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>40</b> | <b>Construction Surveying</b>                            | <b>LS</b>   | <b>1</b>     | <b>\$ _____</b> | <b>\$ _____</b> |

|           |  |                 |            |                 |                 |
|-----------|--|-----------------|------------|-----------------|-----------------|
| <b>41</b> | <b>Mobilization</b>                    | <b>LS</b>       | <b>1</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>42</b> | <b>Modified Epoxy Pavement Marking</b> | <b>GAL</b>      | <b>223</b> | <b>\$ _____</b> | <b>\$ _____</b> |
| <b>43</b> | <b>Traffic Control (Special) LS</b>    | <b>LS</b>       | <b>1</b>   | <b>\$ _____</b> | <b>\$ _____</b> |
|           | <b>TOTAL BID:</b>                      | <b>\$ _____</b> |            |                 |                 |

**TOTAL BID (WRITTEN):** \_\_\_\_\_

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with 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, determined as provided in the Contract Documents.

**ARTICLE 6 - TIME OF COMPLETION**

- 6.1 Bidder agrees that the Work will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Contract Documents.
- 6.2 Bidder accepts the provisions of the Agreement with regard to liquidated damages in the event of failure to complete the work within the contract time as set forth herein.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.1 The following documents are attached to and made a condition of this bid:
  - A. Bidder Qualifications
  - B. Required Bid security
  - C. Tabulation of Subcontractors and Suppliers
  - D. Immigration Addendum
  - E. Bid Certification and Affidavit of Non-Collusion
  - F. List other documents as pertinent and listed in the Instructions to Bidders

**ARTICLE 8 - NOT APPLICABLE**

**ARTICLE 9 - BID SUBMITTAL**

9.1 This bid submitted by:  
If Bidder is:

A Proprietorship



Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in \_\_\_\_\_ is  
\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_. [State Where Project is Located]

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 venture partner 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 \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20 \_\_\_\_

State Contractor License No. \_\_\_\_\_ (If applicable)

**End of Section  
00410**

**SECTION 00440**

**TABULATION OF SUBCONTRACTORS AND SUPPLIERS**

The following subcontractors and suppliers will be utilized for portions of the project work. Changes shall not be made subsequent to the bid unless the changes are approved by the Owner.

| <b>Subcontractor</b> | <b>Classification of Work</b> |
|----------------------|-------------------------------|
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |
|                      |                               |

| <b>Supplier</b> | <b>Classification of Material</b> |
|-----------------|-----------------------------------|
|                 |                                   |
|                 |                                   |
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|                 |                                   |
|                 |                                   |
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|                 |                                   |
|                 |                                   |

**Subcontractor’s Experience, Performance and Capabilities**

1. On an attachment provide details of related construction experience of the principal individuals of each subcontractor’s organization directly involved in construction activities. Include name, position, date started with your organization, experience in the organization, and previous experience.

2. On an attachment provide details of recently completed projects and projects currently under construction by your subcontractors. Include name, location, description of project, owner, design engineer, contract price, percent completed, date of scheduled completion, reference/contact including address and phone numbers.
3. Have any of your subcontractors ever defaulted on a contract? Yes \_\_\_ No \_\_\_ If yes, provide details on an attachment.
4. Has the organization ever failed to complete any work awarded to you? Yes \_\_\_ No \_\_\_ If yes, provide details on an attachment.
5. List all past, current lawsuits, judgments or other litigation against the Company and its Officers.

**- End of Section 00440 -**

**AGREEMENT FOR  
CLEAR CREEK COUNTY  
COUNTY ROAD 170  
PW 22-04**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Clear Creek County, Colorado, a body corporate and politic, acting by and through its Board of County Commissioners (hereinafter called “Owner”), and \_\_\_\_\_ a [e.g., Colorado corporation] (hereinafter called “Contractor”).

Owner and Contractor, in consideration of the mutual covenants set forth, agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents (“Work”). The Work is generally described as:

**Clear Creek County – County Road 170**

Complete an overlay of existing pavement, construct two sediment ponds, and drainage improvements as detailed in the Construction Bid Plans and Technical Specifications prepared by RockSol Consulting Group, Inc. and dated November 14, 2022.

- 2” HMA overlay and various patching sections for approximately 2.7 miles of County Road 170 between the two intersection with Highway 103
  - Minor ditch regrading, shouldering, striping, and traffic control
- New sedimentation ponds
  - Grading of embankment slopes, construction of maintenance accesses, and tree removal/replacement

**ARTICLE 2 – PARTIES’ REPRESENTATIVES**

For the Owner, the Work is under the authority of the Clear Creek County Public Works Division, the Director of which, or his designee, shall be Owner’s liaison with Contractor with respect to the performance of the Work.

For the Contractor, the Project(s) is under the authority of \_\_\_\_\_, who shall be the Contractor’s liaison with Owner with respect to the performance of the Work.

**ARTICLE 3 – CONTRACT TIME**

3.1 The Work will be completed and ready for final payment in accordance with the Contract Documents on or before August 18, 2023.

3.2 TIME IS OF THE ESSENCE. Time is of the essence for the completion of the Work.

#### **ARTICLE 4 – CONTRACT PRICE**

4.1 The total contract price is \$\_\_\_\_\_.

4.2 (Intentionally left blank)

4.3 The funds appropriated for this Project are equal to or in excess of the contract amount.

4.4 Pursuant to the provision §24-91-103.6, C.R.S., and notwithstanding anything to the contrary contained elsewhere in the Contract Documents, no change order or other form of order or directive by Owner, and no amendment to this Agreement, requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement, shall be of any force or effect unless accompanied by a written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement. Further pursuant to §24-91-103.6, C.R.S., any form of order or directive by the County requiring additional compensable work to be performed shall contain a clause that requires the County to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until a change order is finalized, but periodic reimbursement shall not be required before the Contractor has submitted an estimate of the cost for the additional compensable work to be performed.

#### **ARTICLE 5 – PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

5.1 **PROGRESS PAYMENTS:** All progress payments will be on the basis of the progress of the Work. Owner will pay ninety-five percent (95%) of the calculated value of completed Work if the Contractor is satisfactorily performing the contract. The retention will be paid after the Work is completed and finally accepted with the final payment.

5.2 **FINAL PAYMENT:** Upon final completion and acceptance in accordance with the General Conditions, Owner will pay the remainder of the Contract Price. If the amount of the contract exceeds one hundred fifty thousand dollars (\$150,000.00), final payment shall not be made until after final settlement of this Contract has been duly advertised by publication of notice thereof at least twice in a public newspaper of general circulation published in Clear Creek County, the Board of County Commissioners has held a public hearing thereon, and County has complied with the requirements of §38-26-107, CRS.

#### **ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.
- 6.2 Contractor has made, or caused to be made, examinations, investigations, tests and studies of such reports and data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports, or data are, or will be, required by Contractor for such purposes.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Agreement, are made a part hereof, and consist of the following:

- 7.1 This Agreement and General Conditions;
- 7.2 Contractor's completed Bid Form;
- 7.3 Performance Bond and Payment Bond;
- 7.4 Notice of Award and, if any, Notice to Proceed;
- 7.5 General Requirements;
- 7.6 Technical Specifications;
- 7.7 Construction Plans;
- 7.8 Any amendment, including Change Orders, duly executed after execution of this Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract

Documents may only be altered, amended, or repealed by an executed, written amendment to this Agreement.

## **ARTICLE 8 – BONDS**

Not later than five (5) business days following the execution of this Agreement, Contractor shall deliver to the Owner the bonds required by the Contract Documents, and, notwithstanding anything to the contrary contained in the Contract Documents, Owner shall have no liability or obligation hereunder, unless and until the bonds has been so delivered and accepted.

## **ARTICLE 9 – MISCELLANEOUS**

- 9.1 No assignment by a party hereto of any rights under, or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.3 **ATTORNEY’S FEES:** In the event of litigation between the parties hereto regarding the interpretation of this Agreement, or the obligations, duties or rights of the parties hereunder, or if suit otherwise is brought to recover damages for breach of this Agreement, or an action be brought for injunction or specific performance, then and in such events, the prevailing party shall recover all reasonable costs incurred with regard to such litigation, including reasonable attorney’s fees.
- 9.4 **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue of any suit, right, or cause of action arising under or in connection with this Agreement shall be exclusive in Clear Creek County, Colorado.
- 9.5 **INTEGRATION:** This Agreement supersedes all previous communications, negotiations and/or contracts between the respective parties hereto, either verbal or written, and the same not expressly contained herein are hereby withdrawn and annulled. This is an integrated agreement and there are no representations about any of the subject matter hereof, except as expressly set forth in the Contract Documents.
- 9.6 **NOTICE:** Any notice and all written communications required under this Agreement shall be (i) personally delivered, (ii) mailed in the United States mails, first class postage



prepaid, or (iii) transmitted by facsimile machine together with a hard copy conveyed by delivery or mail, to the appropriate party at the following addresses:

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile (Fax): \_\_\_\_\_

To Owner: Public Works Director  
Public Works Division  
Clear Creek County  
3549 County Road 312  
P.O. Box 362  
Dumont, CO 80436  
Telephone: 303-679-2470  
Facsimile (Fax): 303-567-2210

Mailed notices will be deemed given three (3) business days after the date of deposit in a regular depository of the United States Postal Services, and FAX notices will be deemed given upon transmission, if during business hours, or the next business day. Either party can change its address for notice by notice to the other in accordance with this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written.

“Owner”:

COUNTY OF CLEAR CREEK,  
STATE OF COLORADO,  
By and Through Its  
BOARD OF COUNTY COMMISSIONERS

ATTEST

By: \_\_\_\_\_  
Clerk of the Board of  
County Commissioners

By: \_\_\_\_\_  
Sean Wood, Chairman

“Contractor”:

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

STATE OF COLORADO )

) ss:

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, came before me, a notary public,  
\_\_\_\_\_, known to me to be the \_\_\_\_\_  
of \_\_\_\_\_, who acknowledged to me that he executed the foregoing  
document, that he executed it in that capacity, and that the same was the act of the entity  
identified in the document as “Contractor”.

My commission expires: \_\_\_\_\_

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

**GENERAL CONDITIONS**

**PUBLIC WORKS DIVISION**  
**GENERAL CONDITIONS**

1. Contractor shall provide and pay for labor, materials, services, equipment, tools, utilities, testing, inspection, licenses, permits and transportation reasonably necessary to complete the project described in the Contract Documents unless, and only to the extent, expressly excluded in the Contract Documents. Concrete, asphalt, base course, sub-grade, etc shall be inspected and tested by a geotechnical company at various phases of construction.
2. Contractor is responsible for obtaining and managing all permits other than County-issued permits. Clear Creek County will obtain and manage all County permits.
3. [Intentionally left blank.]
4. If Contractor fails to obtain the tax exemption(s) applicable to public works projects from sales, consumer, use and similar taxes, Contractor shall pay the same at its own expense. Owner will cooperate with Contractor to obtain tax exemption for this Work.
5. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions that can affect the Work or the cost thereof. Any failure by Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the Owner. Owner assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations are expressly stated in the Agreement.
6. Before commencing activities, Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with the Agreement; and (3) promptly report errors, inconsistencies or omissions discovered to Owner.
7. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
8. Contractor, as soon as practicable, shall furnish in writing to the Owner the names of subcontractors and suppliers for each portion of the Work.
9. If the Contractor uncovers subsurface items and material that it believes differ from the Bid Documents the Contractor must immediately notify the Owner. The Owner will inspect the subsurface condition to determine the need for an addition or revision to the scope of Work.

10. If the Contractor wishes to propose substitute items the Contractor shall submit all decision documentation to the Owner showing that the substituted items perform equally to the specified items and add no additional cost to the Owner. The Contractor will be responsible to pay for any testing required to evaluate proposed substitutions.
11. [Intentionally left blank.]
12. Contractor is responsible for bringing claims to the attention of the Owner. Contractor shall provide a written notice within 24 hours of an event giving rise to a claim, or, if impractical due to the circumstances, at the earliest time thereafter. The Owner will make a decision regarding the claim and give notice to Contractor.
13. No charge shall be made by Contractor for hindrances or delays from any cause whatever during the progress of any portion of the Work, unless such hindrances or delays are caused in whole or in part by acts or omissions within the control of Owner. In any event, Owner may grant an extension of time for the completion of the Work, provided it is satisfied that delays or hindrances were due to causes outside Contractor's control, e.g., weather, or to acts of omission or commission by the Owner, provided that such extensions of time shall in no instance exceed the time actually lost to Contractor by reason of such causes, and provided further that Contractor shall have given Owner immediate (as determined by the circumstances, but not exceeding forty-eight (48) hours) notice in writing of the cause of the hindrance or delay.
14. Contractor shall deliver, handle, store and install materials in accordance with manufacturer's instructions.
15. Contractor shall comply with and give notices required by all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Work. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules or regulations without notice to Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs. Contractor shall promptly notify Owner in writing of any conflicts between the specifications for the Work and such governmental laws, rules and regulations.
16. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.
17. Contractor shall keep the premises/work site and surrounding area free from accumulation of debris and trash related to the Work.
18. If the Contract Price exceeds Fifty Thousand Dollars, Contractor shall deliver to the County both a labor and materials payment bond and a performance bond securing the performance of the Work and Contractor's payment therefor (§§38-26-105, 106, CRS). Bonds required by this Contract shall be issued in a penal sum not less than 100% of the

Contract Price by sureties licensed to do business in Colorado. All bonds shall be in forms satisfactory to Owner, and be executed by such sureties as (a) are licensed to conduct business in Colorado, and (b) are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service Bureau of the U.S. Treasury Department. The performance bond shall remain in effect until the later of two (2) years after (a) the date of final payment for the Work or (b) the expiration of the warranty period, except as otherwise provided by law. The payment bond shall remain in effect not less than one year following the date of final payment for the Work. The bonds (and original powers of attorney, if applicable) shall be delivered before Contractor may commence the Work; and County shall have no liability or obligation hereunder unless and until the bonds have been so delivered.

19. Contractor shall be solely responsible for the protection of the Work until its final acceptance by Owner. Contractor shall have no claim against Owner because of any damage or loss to the Work, and shall be responsible for the complete restoration of damaged Work to its original condition. In the event Contractor’s Work is damaged by another party, not under his supervision or control, Contractor shall make his claim directly with the party involved.

If a conflict or disagreement develops between Contractor and another party concerning the responsibility for damage or loss to Contractor’s Work, such conflict shall not be cause for delay in Contractor’s restoration of the damaged Work.

20. Contractor’s Insurance:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall remain in effect until final payment, and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least two (2) years after final payment, and furnish Owner with evidence of continuation of such insurance at final payment and one (1) year thereafter.

Insurance coverage shall be as follows:

- a. Claims under Workmen’s Compensation, disability benefits, and other similar employee benefit acts, with coverage and in amounts as required by the laws of the state of Colorado;
- b. Claims for damage because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;

- c. Claims for damage because of bodily injury, sickness, disease, or death of any person other than his employees; and
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
- e. Contractor's General Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor with respect to all Work performed by them under the Agreement;
- f. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor with respect to all Work under the Agreement performed for the Contractor by subcontractors.
- g. Completed Operations Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the Work, and the date of final acceptance thereof out of that part of the Work performed by each.
- h. Comprehensive Automobile Insurance (Business Auto Insurance).
- i. All liability and property damage insurance required hereunder shall be Commercial General Liability and Automobile Bodily Injury and Property Damage forms of policies, as the case may be.
- j. The Contractor shall in addition, and in the amounts required under the above, obtain Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Owner with respect to all operations under the construction contract by the Contractor or his subcontractors, including omissions and supervisory acts by the Owner.
- k. Builder's Risk Insurance; Insofar as the Work to be performed under this Agreement consists entirely of new construction removed and separated from any existing facility used by Owner, Contractor shall procure and maintain, for the duration of the Work of this Project, Builder's Risk Insurance, including the perils of fire, extended coverage (loss due to vehicles, explosion, wind, flood, riot, etc.), vandalism and malicious mischief, and special extended coverage (loss due to falling objects, collapse, water damage from faulty or leaking systems, etc.) in the full amount of the Contract Price plus the cost of authorized extras. Said amount of insurance coverage shall be considered to cover the insurable value of the Work under this Agreement which is considered not to exceed one hundred percent (100%) of the amount of this Agreement and authorized changes. Such policy shall not insure any tools or equipment, or temporary structures erected at the site and belonging to any person or persons, or their subcontractors who are obliged by contract with the Owner to do the Work.

1. Comprehensive Risk Policy Option: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance and requirements herein set forth, subject to the approval of the Owner, will be permissible.

Insurance covering claims for damages to persons or property shall at a minimum provide coverage of the larger of (i) \$424,000 each person/\$1,195,000 each occurrence, for bodily injury and for property damage, (ii) the maximum liability of a local government provided in the Colorado Governmental Immunity Act, 24-10-101, *et seq.*, CRS (1973) as that may be amended from time-to-time, or (iii) such greater amount(s) as may be required by law.

Insurance shall be placed jointly in the names of the Owner, Contractor, and any and all subcontractors, and any and all others obliged by contract with the Owner to do the Work, and, at the Owner's option, any other person or persons whom the Owner deems to have an insurable interest in said property, or any part thereof, payable as their several interest may appear. Any proceeds obtained from insurance provided for by this paragraph shall be paid to and held by the Owner at trustee.

The Owner shall have the right to withhold payment of such proceeds until such time as the Work destroyed or damaged and covered by such insurance shall be reconstructed and shall pay such proceeds on an installment basis similar to that provided for by progress payments covering the original Work.

Certificates of Insurance: Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain provisions naming the Owner as an additional insured under Contractor's insurance and that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given the Owner. Contractor and his subcontractors shall not permit any of its subcontractors to start Work until all required insurance have been obtained and certificates with the proper endorsements have been filed with the Owner. Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the Owner's rights hereunder.

21. Owner, at its option, may purchase and maintain such liability insurance as will protect it against claims that may arise from operations under this Agreement. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance hereinbefore specified.
22. Before permitting any of its subcontractors to perform any Work under this Agreement, Contractor shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, liability and property damage insurance of the types and in the amounts stated above as may be applicable to its Work, which type and amounts shall be subject to the approval of the Owner, or (b) insure the activities of its subcontractors in its own policy(ies).



23. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, its board, commissioners, employees and the agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
24. After execution of the Agreement, changes in the Work may be accomplished by agreed upon Change Order. Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions ("Change Directives"). Changes will be made at the unit prices for work agreed upon in the Schedule of Values in the Bid Form.
- a. No Change Orders or other form of order or directive which requires additional compensable work to be performed may be issued or be effective unless accompanied by a written assurance to the Contractor that lawful appropriations to cover the costs of the additional work have been made.
  - b. A Change Order shall be a written order to the Contractor signed by Owner to change the Work.
  - c. Owner will have authority to order minor changes in the Work not involving changes in the Contract Price or the Contract Time. Such changes shall be written orders and shall be binding on the Contractor and Owner. Contractor shall carry out such written orders promptly.
  - d. A Change Order Request initiated and requested by the Contractor shall be submitted to the Owner. This request must include a description of need, justification and a table of costs associated with the request.
  - e. The Owner imposes a maximum limit for determining overhead and profit. The Owner accepts a maximum material and equipment cost equal to Contractor's cost plus 15%. Subcontractor markup shall not exceed 5%.

25. Progress Payments:

If the Work is subject to progress payments, Contractor shall submit to Owner an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the application, and accompanied by such supporting documentation that Owner may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment

shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect Owner's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

Owner will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the application to Contractor indicating in writing its reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. Owner shall, within twenty (20) days of recommendation of payment, pay Contractor the amount recommended.

26. Contractor shall notify the Owner at such time the Contractor believes the Work is nearing substantial completion. The Owner will perform a walk through with the Contractor and develop a punch list of items that need to be completed.

27. Final Payment:

Upon written notice from Contractor that the Work is complete, Owner will make a final inspection with Contractor, and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

After Contractor has completed all such corrections to the satisfaction of Owner, and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents or as-built drawings covering all of the Work, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, and such other data and schedules as Owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all liens arising out of, or filed in connection with the Work. In lieu thereof, and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material, and equipment for which lien could be filed, and that all payrolls, material, and equipment bills, and other indebtedness connected with the Work, for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

28. Final payment shall not become due until Contractor submits to Owner releases and waiver of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Work. Final

payment is subject to the Final Settlement requirements and time periods set forth in C.R.S. §38-26-107.

29. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.
30. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither the recommendation of any progress or final payment nor the payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
31. If Contractor fails to correct Work which is not in accordance with the Agreement, the Owner may direct the Contractor to stop the Work until the correction is made.
32. Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Agreement and Contractor shall bear the cost of correcting such rejected Work.
33. Contractor warrants to Owner that (1) materials and equipment furnished under the Agreement will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement.
34. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. If, within one (1) year after the date of completion, or such longer period of time as may be set forth in the Contract Documents, prescribed by law, prescribed by the terms of any applicable warranty given by a materials supplier or required by or a part of the Agreement, any Work is found to be defective, Contractor shall promptly, without cost to Owner, and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site, and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of services, shall be paid by Contractor.
35. If Contractor defaults or neglects to carry out the Work in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the

Agreement may be terminated by Owner or a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

36. The performance of the Work may be terminated at any time in whole, or from time to time in part, by Owner for its convenience. Any such termination shall be effected by delivery to Contractor of a written notice (“Notice of Termination”) specifying the extent to which performance of the Work is terminated and the date upon which termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by Owner, Contractor shall, in good faith, and to the best of its ability, do all things necessary, in the light of such notice and of such requests in implementation thereof as Owner may make, to assure the efficient, proper closeout of the terminated Work (including the protection of Owner’s property). Among other things, Contractor shall, except as otherwise directed or approved by Owner:
- a. stop the Work on the date and to the extent specified in the Notice of Termination;
  - b. place no further orders or subcontracts for services, equipment or materials except as may be necessary for completion of such portion of the Work as is not terminated;
  - c. terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
  - d. assign to Owner, in the manner and to the extent directed by it, all of the right, title and interest of Contractor under the orders or subcontracts so terminated, in which case Owner shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - e. with the approval of Owner, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts; and
  - f. deliver to Owner, when and as directed by Owner, all documents and all property which, if the Work had been completed, Contractor would be required to account for or deliver to Owner, and transfer title to such property to Owner to the extent not already transferred.

In the event of such termination, there shall be an equitable reduction of the Contract Price to reflect the reduction in the Work and no cost incurred after the effective date of the Notice of Termination shall be treated as a reimbursable cost unless it relates to carrying out the un-terminated portion of the Work or taking closeout measures.

37. Contractor shall comply with CRS §8-17-101 et seq. Colorado labor shall be employed to perform the work to the extent of at least eighty percent of the work. “Colorado labor” means any person who is a resident of the state of Colorado, at the time of the project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

**CLEAR CREEK COUNTY GOVERNAMENT  
CLEAR CREEK COUNTY, COLORADO**

***Bid Certification and Affidavit of Non-Collusion***

Bid of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under laws of the State of \_\_\_\_\_, doing business as [ ] a corporation, [ ] a partnership, [ ] an individual, to CLEAR CREEK COUNTY GOVERNMENT (hereinafter called "the COUNTY").

In compliance with the RFB and General Information for Bidders, I, Bidder, hereby certify the accuracy and genuineness of this Bid and agree that Bidder will, upon notification, enter a Contract that complies with all the terms, conditions and requirements established by the County, except as expressly excepted or objected to in the Bid.

By submission of this Bid, I further certify as authorized agent for the Bidder, and in the case of a joint Bid, each party hereto certifies as authorized agent to its own organization, as to the following matters:

- A) Bidder has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition;
- B) no attempt has been made to induce any other person or firm to submit or not submit a Bid; this Bid has been independently arrived at without collusion with any other vendor, competitor, or potential competitor;
- C) this Bid has not been knowingly disclosed prior to the opening of Bids to any other vendor or competitor; and the above statements are true and correct under penalty of perjury.

**BIDDER:**

**BY:**

**TITLE:**

**DATE:**

**ADDRESS:**

**SEAL** (if bid is by a corporation)

**ATTEST:**

**IMMIGRATION ADDENDUM**

(Applies only to certain public contracts for services)

Prohibition on Public Contract for Services:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.
  
- b. The Contractor shall verify or attempt to verify through participation in the Basic Pilot Verification Program, as administered by the United States Department of Homeland Security, that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the Basic Pilot Verification Program prior to entering into the public contract for services, the contractor shall apply to participate in the Program every three months until the contractor is accepted or the public contract for services has been completed, whichever is earlier.
  
- c. The Contractor shall not use the Basic Pilot Verification Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
  
- d. If the Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
  - 1. Notify the Subcontractor and the County within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
  
  - 2. Terminate the Subcontract with the Subcontractor if within three (3) days of receiving such notice the Subcontractor does not stop employing contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
  
- e. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.
  
- f. The Contractor hereby certifies that by executing this public contract for services the Contractor agrees to all of the terms contained in this Immigration Addendum. The Contractor further certifies that the Contractor does not knowingly employ or contract with illegal aliens and that it has participated in or attempted to participate in the basic pilot program of the state of Colorado in order to verify that the Contractor does not employ any illegal aliens.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

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

**CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH  
AN ILLEGAL ALIEN**

FROM: \_\_\_\_\_  
(Contractor)

TO: Clear Creek County  
PO Box 2000  
Georgetown, CO 80444

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

Bid Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

As a contractor for the above-identified bid/project, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the basic pilot program of the state of Colorado in order to verify that I (we) do not employ any illegal aliens.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

*(Insert the Individual, Corporate or Partnership Certificate as appropriate)*

**DIVISION 1**  
**GENERAL REQUIREMENTS**



**SECTION 01000**  
**GENERAL INFORMATION**

**PART 1.0 – DEFINITION**

Technical Standards and Specifications to be used for this project shall be the most recent editions of the Colorado Department of Transportation (CDOT) Standards and Specifications for Road and Bridge Construction and the Clear Creek County Roadway Design and Construction Manual. In the event of a conflict between these standards and specifications, the more stringent shall govern.

**PART 2.0 – REVISIONS TO TECHNICAL SPECIFICATIONS**

Department – Road & Bridge Department, Clear Creek County

Owner – Clear Creek County

Engineer – Clear Creek County or the County's duly authorized representative responsible for engineering supervision of the construction.

**END OF SECTION**

**SECTION 01110**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Project Identification
1. Project Location: County Road 170 (Refer to the Plan Drawings).
  2. Owner: Clear Creek County
  3. Work will be performed under the following prime contract: County Road 170 PW 22-04.

**1.2 REFERENCES**

- A. Industry Standards:
1. Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
  2. Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
  3. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
  4. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements.
  5. Each section of the specifications generally includes a list of reference standards normally referred to in that respective section. The purpose of this list is to furnish the Contractor with a list of standards normally used for outlining the quality control desired on the project. The lists are not intended to be complete or all inclusive, but only a general reference of standards that are regularly referred to.
  6. Each entity engaged in construction on the Project shall be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.

**1.3 SPECIFICATION FORMATS AND CONVENTIONS**

- A. The Technical Specifications are organized into Divisions and Sections using the 16-division format and CSI's "Master Format" numbering system.

#### **1.4 WORK COVERED BY THE CONTRACT DOCUMENTS**

- A. Project Identification: County Road 170 PW 22-04
- B. Work to be performed will consist of the following:
  - 1. Mobilization
  - 2. Permits
  - 3. Stormwater Management
  - 4. Traffic Control: Traffic Control Plan Submittal/Approval/Installation/Maintenance for each phase
  - 5. Potholing
  - 6. Clearing and Grubbing
  - 7. Sedimentation Ponds
  - 8. Ditch Regrading
  - 9. Hot Mix Asphalt Patching Sections
  - 10. Hot Mix Asphalt Overlay
  - 11. Shouldering
  - 12. Final Pavement Markings
  - 13. Re-vegetation and Final Stabilization
  - 14. Final Punch List
  - 15. Clean-up and De-Mobilization

#### **1.5 COORDINATION WITH EXISTING OPERATIONS**

- A. Site Access:
  - 1. Maintain at least one lane of open traffic at all times during all operations with approved traffic control plan.
  - 2. Where driveway and roadway crossings are required, plan and sequence work to provide residential and public uninterrupted use.
  - 3. Provide smooth paving transitions to drives, shoulders, and culvert ends
- B. Drainage:
  - 1. Where culverts are encountered, plan work to ensure continuous proper drainage.
  - 2. Implement BMP's to control erosion and manage storm water runoff.
- C. Vegetation:
  - 1. Do not disturb vegetation outside the designated limits of construction.
  - 2. Restore disturbed vegetation as soon as possible after work is complete.

#### **1.6 WORK SEQUENCE**

- A. Work Plan: Contractor shall supply a Work Plan including project schedules, sequence and other conditions and procedures to the Engineer and Owner and obtain such approvals as required a minimum of 2-weeks prior to undertaking the Work. Work is to be completed by August 18, 2023.
- B. The Contractor shall develop a work plan and prioritized order for the work and submit it in writing to the County for approval, prior to commencing with the work.
- C. Roadways:
  - 1. Access to Road(s) and residential driveways shall remain open to traffic at all times. If construction adjacent to the Main Access Road(s) is necessary, the Contractor shall provide written requests to the County for approval to conduct work that may impact traffic or temporarily obstruct roadway, Owner may grant approval of obstruction based upon Owner's concurrence with Contractor's work plan, schedule of activities and traffic control plan, as described below and as specified in the Clear Creek County Roadway Design and Construction Manual and CDOT Standards and Specifications.

## 1.7 USE OF PREMISES

- A. Contractor shall have use of the Owner's premises within the designated limits of construction for construction operations, including use of the Project Site, as allowed by law, ordinances, permits, easement agreements and the Contract Documents, except as noted herein.
- B. Contractor's use of premises is limited by Owner's ongoing operations, right to perform work or to retain other contractors on portions of the Project.
- C. Hours of Construction:
  - 1. Construction shall be permitted during the following days and hours:
    - a. Monday-Friday: 8:00 A.M. to 6:00 P.M.
    - b. Saturday: 9:00 A.M. – 5:00 P.M.
    - c. Sunday: Work not permitted.
  - 2. Construction shall not be permitted during the following holidays as applicable:
    - a. Martin Luther King Day
    - b. Presidents Day
    - c. Memorial Day
    - d. Independence Day
    - e. Labor Day
    - f. Thanksgiving
    - g. Christmas
    - h. New Year's Day
- D. The Project Site is limited to boundaries indicated in the Contract Documents.
- E. Provide protection and safekeeping of material and products stored on or off the premises.
- F. Move any stored material or products that interfere with operations of Owner or other Contractors.

**1.8 WORK BY OTHERS**

- A. Cooperate fully with site operators and/or the Owner so work by others may be carried out smoothly, without interfering with or delaying work under this Contract.
  - 1. Owner will endeavor to dictate construction sequences that minimize impacts to Work under this Contract.
  - 2. Cooperate with other contractors or consultants, hired by the Owner, to allow access to areas required for their performance of work.
    - a. Communicate with others performing work to avoid conflicts and identify areas of access.
    - b. If conflicts are anticipated or identified immediately bring these to the attention of the Owner and Engineer's Resident Project Representative.

**1.9 OWNER-FURNISHED PRODUCTS**

- A. None

**1.10 PARTIAL OWNER OCCUPANCY**

- A. County may need to periodically maintain or occupy areas in the vicinity of the project sites.

**1.11 PROJECT UTILITY SOURCES**

- A. Utility Notification Center of Colorado (UNCC.ORG)
- B. Electrical: CORE
- C. Telecom: Century Link
- D. Gas: Xcel
- E. Drainage Ditches/Culverts: Clear Creek County

**1.12 MISCELLANEOUS PROVISIONS**

- A. Contractor shall be responsible for negotiations of any waivers or alternate arrangements required to enable transportation of materials to the site.
- B. Maintain conditions of existing access on the site and adjacent facilities such that access is not hindered as the result of construction related activities or deterioration.
- C. The Contractor shall remove all wind or weather related litter that enters the project area at no additional cost to the Owner and shall ensure such materials are not incorporated into proposed construction.

**- END OF SECTION 01110 -**

**SECTION 01290**  
**MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

This section includes:

1. Administrative and procedural requirements necessary to prepare and process Applications for Payment.

**1.2 SCHEDULE OF VALUES**

Unit price work will use the Schedule of Values as the basis for reviewing Applications for Payment.

**1.3 MEASUREMENT AND PAYMENT**

Except as otherwise provided, measurement will be made of the items listed in the proposal to determine the actual in place quantities accepted by the Owner. Payment will be made for actual quantities installed, **except for items designated as established quantities**, for the items listed in the proposal and installed in strict accordance with the plans and specifications and payment therefore shall be considered full and final compensation.

Measurement and payment methods and other information or requirements stated below shall supersede those stated in the technical specification sections for that bid item.

**- END OF SECTION 01290 -**

**SECTION 01310**  
**PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for project meetings including, but not limited to, the following:
  - 1. Preconstruction conference.
  - 2. Progress meetings

**1.2 PRECONSTRUCTION CONFERENCE**

- A. Owner will schedule a preconstruction conference with the Contractor to be held at the site before work at the site begins.
- B. Authorized representatives of the Owner, the Contractor and its project manager and superintendent, major subcontractors, and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to make binding decisions of matters relating to the Work.
- C. The Owner will record meeting notes and distribute notes to the Contractor, and other parties agreed upon by the Owner.

**1.3 PROGRESS MEETINGS**

- A. Progress meetings at the Project site will be scheduled by the Owner at regular intervals or at least weekly.
- B. In addition to representatives of the Owner and the Contractor, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities prior to the next progress meeting shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to make binding decisions on matters relating to the Work.
- C. Proposed meeting agendas may include:
  - 1. Review progress since the last meeting.
  - 2. Review the present and future needs of each entity present, including the following:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Status of submittals.
    - e. Deliveries.
    - f. Off-site fabrication problems.
    - g. Access.
    - h. Site utilization.
    - i. Temporary facilities and services.
    - j. Hours of work.
    - k. Hazards and risks.

- l. Update regarding pollution prevention plan inspections.
  - m. Housekeeping.
  - n. Quality and work standards.
  - o. Change orders.
  - p. Documentation of information for payment requests.
- D. Revised project schedules, submitted in accordance with Section 01290 – Payment Procedures, shall be provided at the meeting.
- 1. Reflect the current status (updated by the Contractor) as of the time of the meeting.
  - 2. Subsequent to the meeting the schedule shall be updated to reflect issues addressed at Project Meetings.
- E. Review status of on site Record Documents.
- F. The Owner will record meeting notes and distribute notes to the Contractor and other parties agreed upon by the Owner.

**- END OF SECTION 01310 -**



**SECTION 01340**  
**SUBMITTALS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Mechanics and administration of the submittal process for:
    - a. Shop Drawings.
    - b. Samples.
    - c. Miscellaneous submittals.
  - 2. General content requirements for Shop Drawings.
  - 3. Record Drawings
  
- B. Related Sections include but are not necessarily limited to:
  - 1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
  - 2. Division 1 - General Requirements.
  - 3. Division 2 – Material Specifications.

**1.2 DEFINITIONS**

- A. Shop Drawings:
  - 1. Product data and samples are Shop Drawing information.
  
- B. Miscellaneous Submittals:
  - 1. Submittals other than Shop Drawings.
  - 2. Representative types of miscellaneous submittal items include but are not limited to:
    - a. Construction schedule.
    - b. Concrete and soil compaction.
    - c. Geosynthetic materials tests.
    - d. Manufacturer's installation certification letters.
    - e. Warranties.
    - f. Evidence of Health and Safety Plan implementation.
    - g. Survey data.
    - h. Cost breakdown (Schedule of Values).
  
- C. "Engineer" means and refers to Owner's in-house engineer.

**1.3 SUBMITTAL SCHEDULE**

- A. Schedule of Shop Drawings:
  - 1. Prepare a schedule identifying all submittals anticipated and the timeframe in which they will be submitted.
  - 2. Submitted and approved within 10 days of receipt of Notice to Proceed.
  - 3. Account for multiple transmittals under any specification section where partial submittals will be transmitted.
  
- B. Shop Drawings:
  - 1. Submittal and approval within 30 days of Notice to Proceed.

## 1.4 PREPARATION OF SUBMITTALS

### A. General:

1. All submittals and all pages of all copies of a submittal shall be completely legible.
2. Submittals which, in the Engineer's sole opinion, are illegible will be returned without review.

### B. Shop Drawings:

1. Scope of any submittal and letter of transmittal:
  - a. Limited to one specification section.
  - b. Do not submit under any specification section entitled (in part) "Basic Requirements" unless the product or material submitted is specified in a "Basic Requirements" section.
2. Numbering letter of transmittal:
  - a. Include as prefix the specification section number followed by a series number, "-xx", beginning with "01" and increasing sequentially with each additional transmittal.
  - b. If more than one submittal under any specification section, assign consecutive series numbers to subsequent transmittal letters.
3. Describing transmittal contents:
  - a. Provide listing of each component or item in submittal capable of receiving an independent review action.
  - b. Identify for each item:
    - 1) Manufacturer and Manufacturer's drawing or data number.
    - 2) Contract Document tag number(s).
    - 3) Unique page numbers for each page of each separate item.
  - c. When submitting "or-equal" items that are not the products of named manufacturers, include the words "or-equal" in the item description.
4. Contractor stamping:
  - a. General:
    - 1) Contractor's review and approval stamp shall be applied either to the letter of transmittal or a separate sheet preceding each independent item in the submittal.
      - a) Contractor's signature and date shall be original ink signature.
      - b) Shop Drawing submittal stamp shall read "(Contractor's Name) has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval as stipulated under General Conditions Paragraph 6.17C."
      - c) Letters of transmittal may be stamped only when the scope of the submittal is one item.
    - 2) Submittals containing multiple independent items shall be prepared with an index sheet for each item listing the discrete page numbers for each page of that item, which shall be stamped with the Contractor's review and approval stamp.
      - a) Individual pages or sheets of independent items shall be numbered in a manner that permits Contractor's review and approval stamp to be associated with the entire contents of a particular item.
  - b. Electronic stamps:
    - 1) Contractor may electronically embed Contractor's review and approval stamp to either the letter of transmittal or a separate index sheet preceding each independent item in the submittal.

- 2) Contractor's signature and date on electronically applied stamps shall be original ink signature.
5. Resubmittals:
  - a. Number with original root number and a suffix letter starting with "A" on a (new) duplicate transmittal form.
  - b. Do not increase the scope of any prior transmittal.
  - c. Account for all components of prior transmittal.
    - 1) If items in prior transmittal received "A" or "B" Action code, list them and indicate "A" or "B" as appropriate.
      - a) Do not include submittal information for items listed with prior "A" or "B" Action in resubmittal.
    - 2) Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "C" or "D" Action item not included in resubmittal.
      - a) Obtain Engineer's approval to exclude items.
6. For 8-1/2 x 11 IN, 8-1/2 x 14 IN, and 11 x 17 IN size sheets, provide three (3) copies of each page for Engineer plus the number required by the Contractor.
  - a. The number of copies required by the Contractor will be defined at the Preconstruction Conference, but shall not exceed 3.
  - b. All other size sheets:
    - 1) Submit one (1) reproducible transparency or high resolution print and one (1) additional print of each drawing until approval is obtained.
    - 2) Utilize mailing tube; do not fold.
    - 3) The Engineer will mark and return the reproducible to the Contractor for his reproduction and distribution.
7. Provide clear space (3 IN SQ) for Engineer stamping of each component defined in PREPARATION OF SUBMITTALS – Contractor Stamping.
8. Contractor shall not use red color for marks on transmittals.
  - a. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible.
  - b. Outline Contractor marks on reproducible transparencies with a rectangular box.
9. Transmittal contents:
  - a. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
  - b. Identify equipment or material use, tag number, drawing detail reference, weight, and other project specific information.
  - c. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
  - d. Submit items such as equipment brochures, cuts of fixtures, product data sheets or catalog sheets on 8-1/2 x 11 IN pages.
    - 1) Indicate exact item or model and all options proposed.
  - e. When a Shop Drawing submittal is called for in any specification section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the specification section.
    - 1) Arrange data and performance information in format similar to that provided in Contract Documents.

- 2) Provide, at minimum, the detail specified in the Contract Documents
- f. If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet.
- 10. Samples: Provide to Owner a seed sample.
  - a. Identification:
    - 1) Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, standard specification section or drawing detail reference, color, range, texture, finish and other pertinent data.
    - 2) If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.
  - b. Include application specific brochures, and installation instructions.
  - c. Provide Contractor's stamp of approval on samples or transmittal form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.
  - d. Resubmit samples of rejected items.
- C. Miscellaneous Submittals:
  - 1. Prepare in the format and detail specified in specification requiring the miscellaneous submittal.

## 1.5 TRANSMITTAL OF SUBMITTALS

- A. Shop Drawings, Samples:
  - 1. Transmit all submittals to:
 

As Designated at Pre-Construction Meeting.  
 {Address}  
 {City, State, Zip}  
 Attn: {\_\_\_\_\_}
  - 2. Utilize two (2) copies of attached Exhibit "A" to transmit all Shop Drawings and samples.
  - 3. All submittals must be from Contractor.
    - a. Submittals will not be received from or returned to subcontractors.
  - 4. Provide submittal information defining specific equipment or materials utilized on the project.
    - a. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
- B. Miscellaneous Submittals:
  - 1. Transmit under Contractor's standard letter of transmittal or letterhead.
  - 2. Submit in triplicate or as specified in individual specification section.
  - 3. Transmit to:
 

As Designated at Pre-Construction Meeting.  
 {Address}  
 {City, State, Zip}  
 Attn: {Project Manager}
  - 4. Provide copy of letter of transmittal to Owner's and Engineer's Representative.
    - a. Exception for concrete, soils compaction and pressure test reports.

- 1) Transmit one copy to Owner and Engineer's Representative.
  - 2) Transmit one copy to location and individual indicated above for other miscellaneous submittals.
- C. Expedited Return Delivery:
1. Include prepaid express envelope or airbill in submittal transmittal package for any submittals Contractor expects or requires express return mail.
  2. Inclusion of prepaid express envelope or airbill does not obligate Engineer to conduct expedited review of submittal.
- D. Electronic submittals:
1. Same requirements as fax transmittals.
- E. Fax Transmittals:
1. Permitted on a case-by-case basis to expedite review when approved by Engineer.
  2. Requires hard copy transmittal to immediately follow.
    - a. Engineer will proceed with review of fax transmittal.
    - b. Engineer's approval or rejection comments will be recorded and returned on hard copy transmittal.
  3. Provisions apply to both:
    - a. Initial transmittal contents.
    - b. Supplemental information required to make initial transmittal contents complete.

## 1.6 ENGINEER'S REVIEW ACTION

- A. Shop Drawings and Samples:
1. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:
    - a. A - FURNISH AS SUBMITTED.
    - b. B - FURNISH AS NOTED (BY ENGINEER).
    - c. C - REVISE AND RESUBMIT.
    - d. D - REJECTED.
    - e. E - ENGINEER'S REVIEW NOT REQUIRED.
  2. Submittals received will be initially reviewed to ascertain inclusion of Contractor's approval stamp.
    - a. Submittals not stamped by the Contractor or stamped with a stamp containing language other than that specified herein will not be reviewed for technical content and will be returned without any action.
  3. In relying on the representation on the Contractor's review and approval stamp, Owner and Engineer reserve the right to review and process poorly organized and poorly described submittals as follows:
    - a. Submittals transmitted with a description identifying a single item and found to contain multiple independent items:
      - 1) Review and approval will be limited to the single item described on the transmittal letter.
      - 2) Other items identified in the submittal will:
        - a) Not be logged as received by the Engineer.
        - b) Be removed from the submittal package and returned without review and comment to the Contractor for coordination, description and stamping.
        - c) Be submitted by the Contractor as a new series number, not as a re-submittal number.

- b. Engineer, at Engineer's discretion, may revise the transmittal letter item list and descriptions, and conduct review.
  - 1) Unless Contractor notifies Engineer in writing that the Engineer's revision of the transmittal letter item list and descriptions was in error, Contractor's review and approval stamp will be deemed to have applied to the entire contents of the submittal package.
- 4. Submittals returned with Action "A" or "B" are considered ready for fabrication and installation.
  - a. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.
  - b. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
- 5. Submittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or "D" (Rejected) will be individually analyzed giving consideration as follows:
  - a. The portion of the submittal given "C" or "D" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference).
    - 1) One copy or the one transparency of the "C" or "D" drawings will be marked up and returned to the Contractor.
      - a) Correct and resubmit items so marked.
  - b. Items marked "A" or "B" will be fully distributed.
  - c. If a portion of the items or system proposed are acceptable, however, the major part of the individual drawings or documents are incomplete or require revision, the entire submittal may be given "C" or "D" Action.
    - 1) This is at the sole discretion of the Engineer.
    - 2) In this case, some drawings may contain relatively few or no comments or the statement, "Resubmit to maintain a complete package."
    - 3) Distribution to the Owner and field will not be made (unless previously agreed to otherwise).
- 6. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the submittal being returned to the Contractor with "C" or "D" Action.
- 7. Calculations required in individual specification sections will be received for information purposes only, as evidence calculations have been performed by individuals meeting specified qualifications, and will be returned stamped "E. Engineer's Review Not Required" to acknowledge receipt.
- 8. Transmittals of submittals which the Engineer considers as "Not Required" submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "A" or "B" Action in a prior submittal, will be returned with Action "E. Engineer's Review Not Required."
- 9. Samples may be retained for comparison purposes.
  - a. Remove samples when directed. Include in bid all costs of furnishing and removing samples.
- 10. Approved samples submitted or constructed, constitute criteria for judging completed work.
  - a. Finished work or items not equal to samples will be rejected.

**- END OF SECTION 01340 -**





**SECTION 01510**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes
  - 1. Temporary utilities including:
    - a. Temporary sanitary facilities, including drinking water.
  - 2. Support facilities including:
    - a. Dewatering facilities.
    - b. Project identification and other temporary signs.
    - c. Waste disposal services.
    - d. Other construction aids and miscellaneous services and facilities.
  - 3. Protection including:
    - a. Barricades, warning signs, and lights.
    - b. Environmental protection.
- B. Provide temporary facilities and controls required for construction activities except, if any, for facilities and controls indicated as provided by the Owner.

**1.2 UTILITY USE CHARGES**

- A. Include cost or use charges for temporary facilities in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. Owner's construction forces.
  - 2. Occupants of Project.
  - 3. Testing agencies.
- B. Pay sewer service use charges for sewer usage (portable toilet), by all parties engaged in construction, at Project site.

**1.3 QUALITY ASSURANCE**

- A. Comply with industry standards and with applicable laws and regulations of authorities having jurisdiction, including but not limited to the following:
  - 1. Health and safety regulations.
  - 2. Utility company regulations.
  - 3. Police, fire department and rescue squad rules.
  - 4. Environmental protection regulations.
  - 5. NFPA 241 "Standards for Safeguarding Construction, Alterations and Demolition Operations".
  - 6. ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition".
  - 7. NECA Electrical Design Library "Temporary Electrical Facilities", NFPA 70, and NEMA, NECA and UL standards and regulations for temporary electric service.
- B. Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## **1.4 PROJECT CONDITIONS**

- A. At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
- B. The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Provide undamaged materials in serviceable conditions and suitable for use intended.

### **2.2 EQUIPMENT**

- A. Provide undamaged equipment in serviceable conditions and suitable for use intended.
- B. Provide temporary self-contained toilet units of temporary single-occupant toilet units of the chemical, aerated recirculation, or combustion type for use by all construction personnel. Units shall be properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Temporary Sanitary Facilities
  - 1. Provide for toilets, wash facilities and drinking water fixtures in compliance with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities.
  - 2. Provide toilet tissue, paper towels, paper cups and similar disposable materials as appropriate for each facility, and provide covered waste containers for used materials.
  - 3. Install separate self-contained toilet units for male and female personnel shielded to ensure privacy.
  - 4. Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition.
    - a. Dispose of drainage properly.
    - b. Supply cleaning compounds appropriate for each condition.
  - 5. Provide drinking water fountains or containerized tap-dispenser bottled-drinking water units, complete with paper cup supplies.

- D. Storm Water Controls
  - 1. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
  - 2. Provide erosion control facilities required to prevent eroded soil from leaving the Site.

### **3.2 TEMPORARY SUPPORT FACILITIES**

- A. Locate field offices, sanitary facilities and other temporary construction and support facilities for easy access.
- B. Dewatering Facilities and Drains
  - 1. Comply with dewatering requirements of applicable Division 2 sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities.
  - 2. Where feasible, use same facilities provided for the construction activities.
  - 3. Maintain site, excavation and construction free of water.
- C. Temporary Enclosures
  - 1. Provide temporary enclosures when appropriate for protection of construction, in progress or completed, from exposure, inclement weather, other construction operations and similar conditions.
- D. Project Identification and Other Temporary Signs
  - 1. Locate signs where best to inform public and instruct persons seeking entrance to the project.
  - 2. Support signs on posts or framing of steel or preservative-treated wood.
  - 3. Engage an experienced sign painter to apply graphics.
  - 4. Prepare and install signs to provide directional information to construction personnel and visitors.
  - 5. Do not permit installation of unauthorized signs.

### **3.3 TEMPORARY PROTECTION FACILITIES**

- A. Temporary Fire Protection:
  - 1. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Provide supervision of welding operations, combustion-type temporary heating units and other sources of fire ignition.
- B. Barricades, Warning Signs, and Lights:
  - 1. Comply with standards and code requirements for erecting structurally adequate barricades.
  - 2. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard involved.
  - 3. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- C. Security Enclosure and Lockup
  - 1. Install substantial temporary enclosure of partially completed areas of construction.

2. Provide a secure lockup for valuable stored materials and equipment.
3. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision
  1. Enforce strict discipline in use of temporary facilities.
  2. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance
  1. Maintain facilities in good operating condition until removal.
  2. Protect from damage by freezing temperatures and similar elements.
  3. Maintain operation of temporary enclosures, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  4. Prevent water-filled piping from freezing.
  5. Maintain markers for underground lines.
  6. Protect underground lines from damage during excavation operations.
- C. Termination and Removal
  1. Unless the Owner requests that a temporary facility be maintained longer, each temporary facility shall be removed when the need for its service has ended.
  2. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility.
  3. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  4. Materials and facilities that constitute temporary facilities are the property of the Contractor, except the Owner reserves the right to take possession of project identification signs.

**- END OF SECTION 01510 -**

**SECTION 01560**  
**ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS**  
**(SWMP and NPDES PERMITS)**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes:
1. Minimizing the pollution of air, water, or land; control of noise, the disposal of solid waste materials, and protection of deposits of historical or archeological interest.
  2. Sequencing site controls using a work schedule that balances the timing of land disturbance activities and the installation of measures to control erosion and sedimentation in order to reduce on-site erosion, off-site sedimentation and maintain water quality in a receiving stream.

**1.2 SUBMITTALS**

- A. Shop Drawings:
1. See Section 01340.
  2. Prior to the start of any construction activities submit:
    - a. A detailed plan of all methods of control and preventive measures to be utilized for environmental protection.
    - b. A drawing of the work area, haul routes, storage areas, access routes and current land conditions including trees and vegetation.
    - c. Stormwater Management Plan, if applicable, including the following provisions.
      - (1) Erosion Protection
        - (a) Code of Federal Regulations, 40 CFR 122.26, and the CDPHE: The Contractor shall comply with soil erosion control requirements of the CDPHE, NPDES Permit and local ordinance requirements. The Contractor shall take all necessary measurements to protect against erosion and dust pollution on this site.
        - (b) Damage Claims: The Contractor will hold the Owner harmless from any and all claims of any type whatsoever resulting from damages to adjoining public or private property, including reasonable attorney's fees incurred to Owner. Further, if the Contractor fails to take necessary steps to promptly remove earth sedimentation or debris which comes onto adjoining public or private property, the Owner may, but need not, remove such items and deduct the cost thereof from amounts due the Contractor.
      - (2) Stormwater Discharge Permit (If Applicable)
        - (a) If applicable to the project, the Contractor will obtain a NPDES General Permit No. 2 for stormwater discharge associated with construction activity from the CDPHE. The Contractor and all subcontractors shall be responsible for compliance and fulfilling all requirements of the NPDES General Permit No. 2, including the Stormwater Management Plan Plan/Erosion Control Plan.
        - (b) All documents related to the stormwater discharge permit shall be kept on site at all times and must be presented to the CDPHE upon request. The on-site documents will include the Notice of Intent, Proof of Publication, Pollution Prevention Plan, Project Inspection Records and other items.

- (3) Storm Water Management Plan (If Applicable)
- (a) If applicable to the project, a Stormwater Management Plan (SWMPP) shall be prepared by the Contractor.
  - (b) Potential sources of pollution as a result of this project relate to silts, clays, and sediment and other materials which may be transported as a result of a storm event from the construction site.
  - (c) Responsibility: All mitigation measures required as a result of activities are the responsibility of the Contractor. The Contractor shall take all actions necessary for installation of control measures for compliance with permit requirements.
  - (d) Controls: The Contractor shall be responsible for compliance and fulfilling all the requirements of the general permit, including, but not limited to, the following:
    - (i) The Contractor shall protect adjoining property, including public utilities, sanitary and storm drainage systems and streets from any damage resulting from movement of earth or other debris from project site. Repair any damage immediately at no additional cost.
    - (ii) The Contractor shall prevent accumulation of earth, siltation or debris on adjoining public or private property from project site. Remove any accumulation of earth or debris immediately and take remedial actions for prevention.
    - (iii) Prior to site clearing and grading operations, Contractor shall install silt fence and sediment controls downstream of disturbing activities as required. Contractor will then proceed with project.
    - (iv) The Contractor shall route existing storm water flows from construction area.
    - (v) The Contractor shall preserve existing vegetation in areas not needed for construction.
    - (vi) As areas reach their final grade and upon the completion of the storm drainage system, provide additional siltation fence, temporary silt basins and earth dikes, silt fence ditch checks and silt fence enclosures around all storm inlets. The Contractor shall provide additional siltation fence and earth dikes as may be required on all embankments, earth stockpiles and other areas to provide control.
    - (vii) The Contractor shall provide temporary and/or permanent seeding of areas as soon as practical upon completion of grading.
    - (viii) If construction activity is not planned to occur in a disturbed area for at least twenty-one days, the area shall be stabilized by temporary erosion controls within fourteen days of ceasing construction activities. The Contractor is required to maintain all temporary and permanent erosion control measures in working order, including cleaning, repairing, replacement and sediment removal throughout the permit period. Cleaning of sediment control devices shall begin before the features have lost 50 percent of their capacity.

- (ix) The project area and control devices will be inspected by qualified and trained construction inspector assigned by the Contractor every 14 calendar days and within 24 hours after each precipitation or snowmelt event that causes surface erosion. The findings and actions taken of this inspection shall be recorded in the project diary with a copy submitted weekly to the Owner during the project. This plan may be revised based upon findings of the inspection. The Contractor shall implement all revisions.
- (e) Post Construction Inspections: Upon final completion of the project the Contractor shall continue SWMP inspections until final stabilization has been attained as defined in accordance with the SWMP and all local, state and federal permit requirements.
- (f) Permit Transfer: If requested by the County, the Contractor shall transfer the permit to the County using the “Notice of Transfer and Acceptance of Terms Form”. The Contractor shall still be responsible for maintaining all BMPS within the project for the Construction Warranty Period, even if the County is responsible for carrying out the inspections
- (g) Permit Inactivation: Once the the site has been fully stabilized in accordance with the SWMP, the Contractor as the permit holder, shall be required to submit an “Inactivation Notice Form”.

## **PART 2 - PRODUCTS – (NOT APPLICABLE TO THIS SECTION)**

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations.
- B. Land Protection:
  - 1. Except for any work or storage area and access routes specifically assigned for the use of the Contractor, the land areas outside the limits of construction shall be preserved in their present condition. Contractor shall confine construction activities to areas defined for work within the Contract Documents. Alternate access routes which will result in land disturbance shall be submitted for approval as part of the work plan.
  - 2. Manage and control all borrow areas, work or storage areas, access routes and embankments to prevent sediment from entering nearby water or land adjacent to the work site.
  - 3. Unless earthwork is immediately covered, protect all side slopes and backslopes immediately upon completion of final grading.
  - 4. Plan and execute earthwork in a manner to minimize duration of exposure of unprotected soils.
  - 5. Except for areas designated by the Contract Documents to be cleared and grubbed, the Contractor shall not deface, injure or destroy trees and vegetation, nor remove, cut or disturb them without approval of the Engineer. Any damage caused by the Contractor’s equipment or operations shall be restored as nearly as possible to its original condition at the Contractor’s expense.
  - 6. Grade all borrow areas to drain and prevent on-site ponding of water.

- C. Solid Waste Disposal:
1. Contractor shall maintain the working area in a reasonably clear and orderly condition and collect solid waste on a daily basis or as directed by Engineer. Contractor is responsible for maintaining a refuse bin and/or receptacle at field office.
  2. Provide disposal of non-degradable solid waste to an approved solid waste disposal site or in an alternate manner approved by Engineer and regulatory agencies.
  3. Recycle in-as-much-as-possible solid waste materials generated from the construction of the site.
- D. Control of Concrete Waste
1. Concrete slurry waste shall not be allowed to enter storm drains or watercourses and shall be collected and disposed of or placed in a temporary concrete washout facility.
  2. A sign shall be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators to utilize the proper facilities.
  3. Temporary concrete washout facilities shall be located a minimum of 50 ft. from storm drain inlets, open drainage facilities, protected vegetation, and water courses. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.
  4. Temporary concrete washout facilities shall be constructed above grade or below grade at the option of the Contractor. Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
    - a. Above grade temporary concrete washout facility: Straw bales or sandbags secured with wood or steel stakes shall form the washout area barrier with a lining comprised of a minimum of 10 mil polyethylene sheeting free of holes, tears, or other defects that compromise the impermeability of the material.
    - b. Below grade temporary concrete washout facility: Lath and flagging at the perimeter of the lined area shall be commercial type anchoring and marking three sides of the basin comprised of a minimum of 10 mil polyethylene sheeting free of holes, tears, or other defects that compromise the impermeability of the material. Sand bags shall be spaced around the perimeter of the lined area to hold the lining in place.
  5. Washout of concrete trucks shall be performed in designated areas only. Only concrete from mixer chutes shall be washed into concrete wash out.
  6. Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of on a regular basis.
  7. When temporary concrete washout facilities are no longer required for the work, the hardened concrete shall be removed and disposed of. Materials used to construct temporary concrete washout facilities shall be removed from the site of the work and disposed of. Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired.
- E. Control of Chemical Waste:
1. Store and dispose of chemical wastes in a manner approved by regulatory agencies.
  2. Take special measures to prevent chemicals, fuels, oils, oil filters, greases, herbicides, and insecticides from being disposed of, spilled, or entering drainage ways.
  3. Do not allow water used in onsite material processing, concrete curing, and other waste waters to enter a drainage way(s) or stream.
  4. Spilled material and resulting contaminated soils shall be removed and disposed of in accordance with applicable regulations.
  5. Contractor to pay all regulatory and Owner incurred costs resulting from improper discharges and corrective actions.



- F. Control of Dust:
1. The control of dust shall mean that no construction activity shall take place without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne so that it remains visible beyond the limits of construction. Reasonable measures may include paving, frequent road cleaning, planting vegetative groundcover, application of water or application of chemical dust suppressants. The use of chemical agents such as calcium chloride must be approved by the CDPHE.
  2. The Engineer will determine the effectiveness of the dust control program and may request the Contractor to provide additional measures, at no additional cost to Owner.
  3. Water shall be applied by means of a pressurized water truck or similar equipment, equipped with a spray system or hoses with nozzles that will ensure a uniform application of water. A daily log shall be maintained and provided to Owner each month. The log shall identify the amount of water applied, which roads applied to, and dust additive included.
- G. Burning:
1. Do not burn material on the site when winds carry smoke to residential areas.
- H. Control of Noise:
1. Control noise by fitting equipment with appropriate and properly functioning mufflers.
- I. Equipment Maintenance and Decontamination:
1. Waste oils, fuels, lubricants and filters shall be contained and removed from site.
  2. Open oil containers exposed to rain shall not be permitted and all spills shall be reported to the Owner immediately.
  3. All vehicles and equipment entering the limits of construction and contacting potentially hazardous materials shall be cleaned and/or decontaminated prior to leaving the site. The Contractor shall be responsible for monitoring all vehicle equipment decontamination activity.
  4. Decontamination area and fluid management shall be identified in the Contractor's health and safety plan.
- J. Traffic Controls:
1. Provide all necessary controls, flagmen, signage and warning necessary to prevent impacts to residents, if utilized.
  2. Traffic control plan is subject to Owner's approval.
  3. Implement all necessary control measures.
  4. Minimize number and frequency of crossing of access road to landfill.
  5. Repair all damage as a result of traffic crossing.
  6. Maintain conditions of existing access and haul roads on the site and adjacent facilities such that access is not hindered as the result of construction related activities or deterioration. Submit traffic control plan where crossing or excavation of existing roads is anticipated, and include services of flagmen as required to coordinate crossings.
- K. Completion of Work:
1. Upon completion of work, leave area in a clean, natural looking condition.
  2. Ensure all signs of temporary construction and activities incidental to construction of required permanent work are removed.

- N. Historical Protection: If during the course of construction, evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that Contractor may proceed. The Owner will issue a notice to proceed after appropriate authorities have surveyed the find and made a determination to the Owner. Compensation to the Contractor, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents. The site has been previously investigated and has no known history of historical or archeological finds.
- N. Recyclable Materials: The Contractor shall make every effort to recycle materials during the construction project.

**- END OF SECTION 01560-**

**SECTION 01600**  
**MATERIALS AND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

**1.2 DEFINITIONS**

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
    - b. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
    - c. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
  - 2. "Engineer" as used herein means the Owner's in-house engineer and/or Owner's consulting engineer.

**1.3 MATERIALS - QUALITY ASSURANCE**

- A. It is the intent of these specifications to procure a quality product by an established manufacturer of the latest design. All components of systems shall be engineered for long, continuous, uninterrupted service. The cost of the equipment shall include all royalties and costs arising from patents and licenses associated with furnishing the specified equipment.
- B. All materials shall be designed to withstand stresses encountered in continuous operation, fabrication and erection.
- C. Material for which no detailed specifications are given shall:
  - 1. Meet the particular industry standard for the material used.
  - 2. Meet the specifications of ASTM, ANSI or SAE for metals and plastics as appropriate for the use intended.
  - 3. Not be used unless it has previously been used for a like purpose for a sufficient length of time in the field or under field-simulated laboratory conditions to demonstrate its successful use.
- D. Source Limitations:
  - 1. To the fullest extent possible, provide products of the same kind from a single source.

2. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities to consider before proceeding.
    - a. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility.
    - b. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- E. Compatibility of Options
1. When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

#### **1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Provide equipment and personnel to handle products by methods that avoid soiling or damage.
  4. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  5. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that quantities are correct, products are undamaged, and properly protected.
    - a. Inform the Engineer or Owner before the inspection occurs, so that they may participate in the inspection if so desired.
  6. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
    - a. Seals and labels shall be intact and legible.
  7. Store products in accordance with manufacturer's instructions.
    - a. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
  8. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation.
    - a. Maintain temperature and humidity within range required by manufacturer's instructions.
  9. Arrange for fabricated items or products stored outside to be placed on sloped supports above the ground.
  10. Items subject to deterioration shall be covered by weather proof sheet covering which is ventilated to prevent condensation.
  11. Store loose granular materials on solid surfaces that are well drained and prevent contamination by foreign matter.
  12. Arrange for periodic inspection of stored materials to ensure that materials remain undamaged and are maintained under required conditions.
  13. All shipment, delivery and storage charges shall be at the expense of the Contractor.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION**

- A. General Product Requirements
  - 1. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  - 2. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  - 3. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  
- B. Product Selection Procedures
  - 1. The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
    - a. Proprietary Specification Requirements:
      - i. Where Specifications name only a single "Proprietary" product or manufacturer, provide the product indicated.
      - ii. No "or-equals" will be permitted.
    - b. Where Specifications name one or more products or manufacturers:
      - i. Comply with the Contract Document provisions concerning "or-equals".
    - c. Descriptive Specification Requirements:
      - i. Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the listed characteristics and otherwise complies with Contract Documents.
    - d. Performance Specification Requirements:
      - i. Where Specifications require compliance with performance requirements, provide products that comply with listed requirements and are recommended by the manufacturer for the application indicated.
      - ii. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
    - e. Compliance with Standards, Codes, and Regulations:
      - i. Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
    - f. Visual Matching:
      - i. Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
      - ii. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "or-Equal" for selection of a matching product in another product category.
    - g. Visual Selection:
      - i. Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements.
      - ii. The Engineer will select the color, pattern, and texture from the product line selected.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION OF PRODUCTS**

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located, and aligned with other Work.
  - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

### **3.2 FIELD QUALITY CONTROL**

- A. Qualifications of Manufacturers Field Personnel
  - 1. Personnel shall be authorized by the manufacturer to erect, start-up and initiate warranty of the Product provided.
    - a. Personnel shall come to the site with the required tools and instruments.
    - b. Personnel shall have full knowledge of Product to be furnished.
  - 2. Failure to provide personnel with full qualifications shall be cause for service trip to be disqualified as part of the requirements and may be cause for reimbursement for costs incurred by the Owner due to services required for a qualified start-up inspection.

**- END OF SECTION 01600 -**

**SECTION 01601**  
**JOB CONDITIONS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes:
  - 1. Job conditions.
  - 2. Site specific health and safety plan.

**1.2 SUBMITTALS**

- A. Miscellaneous Submittals
  - 1. Site specific health and safety plan (HASP).
- B. Engineer will not approve submittals for this Section.

**1.3 PROJECT/SITE CONDITIONS**

- A. Health and Safety Plan (HASP):
  - 1. Contractor shall:
    - a. Evaluate the potential site conditions.
    - b. Develop a site specific HASP.
      - 1) Such plan shall include appropriate measures for confined space entry as project conditions warrant.
    - c. The Contractor's HASP shall be kept on file at the Contractor's field office and provided to the Owner prior to start of construction.
    - d. The Contractor's HASP shall include, at a minimum, the following information:
      - 1) Project organization chart showing Contractor's Site Safety Officer.
      - 2) Summary of the health monitoring program.
      - 3) List of employees that have completed health and safety training and certificates received.
      - 4) Description of personnel and visitor access and egress controls.
    - e. The Contractor shall be solely responsible for methods and precautions taken while performing work on the project to insure the health and safety of their personnel and of other persons and operations resulting from work on this project.
  - 2. The Contractor shall complete all work involving the intrusion into existing waste, any confined excavations such as trenches, and exposure to waste byproducts in conformance with the health and safety requirements stipulated in the Contract Documents and as applicable to the situations.
  - 3. Personal Protective Equipment.
    - a. Determination of the appropriate level of personal protective equipment and procedures shall be made as a result of initial site survey, review of existing data, and a continued safety and health monitoring program performed by the Contractor's site Safety Representative for the project.

**- END OF SECTION 01601-**

**SECTION 01720**  
**FIELD ENGINEERING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes
  1. Engineering surveys provided by the Owner's Representative or Quality Assurance Consultant.
  2. Engineering and Construction surveys to be provided by the Contractor.
  3. Profile and topography shown on the Drawings.
  4. Record measurements and markers.

**1.2 SUBMITTALS**

- A. Provide record measurements of facilities, utilities, culverts, and finished surfaces, as installed.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Investigate and verify the existence and location of site improvements, utilities, and other existing facilities.
- B. Before construction, verify the location of invert elevations at points of connection of sanitary sewer, storm sewer, water piping and underground electrical services.
- C. Furnish information to the Engineer and the appropriate utility regarding conflicts that are necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction.
- D. Provide the Owner's representative two working days advance notification prior to conducting surveys for construction.

**3.2 ENGINEERING SURVEYS PROVIDED BY THE OWNER'S REPRESENTATIVE**

- A. Quality Assurance surveys as Owner deems necessary to document compliance.

**3.3 ENGINEERING SURVEYS TO BE PROVIDED BY THE CONTRACTOR**

- A. General:
  1. Contractor is responsible for all Surveys and Construction Staking. Provide, locate, preserve and protect established construction reference stakes, benchmarks and control points.



2. Locate, preserve and protect property corners and section corner monuments. If moved or destroyed due to Contractor activities, then replace in accordance with applicable regulations or requirements.
  3. Provide additional construction staking as necessary to layout and complete construction.
  4. Before beginning construction staking, verify the information shown on the Drawings or provided by the Owner's Representative, in relation to the established construction reference stakes, bench marks, control points and property corners. Notify the Engineer of any discrepancies.
  5. Remove Contractor installed construction reference stakes when directed by the Engineer.
- B. Gravity and Pressure Pipeline Systems
1. Provide any intermediate construction reference points required to verify installation at the line and grade established and locate appurtenant structures.
  2. Check the line and grade with the construction reference stakes at each pipe length.

### **3.4 PROFILE AND TOPOGRAPHY SHOWN ON THE DRAWINGS**

- A. Contours or profiles of the ground are shown on the Drawings. These profiles and contours are reasonably correct, but are not guaranteed to be absolutely so, and together with any schedule of quantities are presented only as an approximation. See also notes on drawings for features not in contours or profiles.

### **3.5 QUALITY CONTROL AND TESTING**

- A. Contractor is responsible for all material testing to meet all specifications and to provide test results to Engineer or Owner upon request. No allowance is made for this item and any costs will be included in the Contractor' general overhead or as otherwise stipulated in the project specifications.

**- END OF SECTION 01720-**

**SECTION 01770**  
**CLOSEOUT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Final Completion.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final Cleaning.

**1.2 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for certification of final payment, complete the following:
  - 1. Submit a list of items identified as requiring correction or completion.
    - a. List exceptions in the request.
  - 2. Instruct Owner's personnel in operation, adjustment and maintenance of products, equipment and systems in accordance with the Contract Document requirements.
  - 3. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  - 4. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  - 5. Submit a written notice that the work is complete.
    - a. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.
  - 6. Submit consent of surety to final payment.
  - 7. Submit a final liquidated damages settlement statement.
  - 8. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 9. Submit Project Record Documents, Record Measurements and Markers, drawings, project manual, operation and maintenance manuals, product test data and similar final record information.
  - 10. Deliver tools, spare parts, extra stock and similar items.
- B. Reinspection Procedure:
  - 1. The Owner will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner and Engineer.
  - 2. Upon completion of reinspection, the Owner will prepare a certificate of final acceptance. If the work is incomplete, the Owner will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  - 3. If necessary, reinspection will be repeated.

- a. Costs associated with reinspections by the Owner due to the work not meeting Final Completion requirements, after Contractor notification, shall be charged to the Contractor.

### 1.3 PROJECT RECORD DOCUMENTS

- A. General:
  1. Do not use Record Documents for construction purposes.
  2. Protect Record Documents from deterioration and loss in a secure, fire-resistant location.
  3. Provide access to Record Documents for Owner's reference during normal working hours.
  4. See Section 01720.
- B. Record Drawings:
  1. Furnish a complete set of construction document drawings to be utilized by Contractor and all Subcontractors for recording all changes and variations from the original drawings and shop drawings.
    - a. Mark the set to show the actual installation where the installation varies from the work as originally shown.
    - b. Mark which drawing is most capable of showing conditions fully and accurately.
    - c. Where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings.
      - i. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  2. Mark record sets with red erasable pencil.
    - a. Use other colors to distinguish between variations in separate categories of the work.
  3. Mark new information that is important to the Owner but was not shown on contract Drawings or shop drawings.
  4. Note related change-order numbers where applicable.
  5. Organize Record Drawing sheets into manageable sets.
    - b. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
  6. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  7. Identify and date each Record Drawing; include designation "PROJECT RECORD DRAWING" in a prominent location.
  8. Upon completion of the Work submit Record Drawings to the Owner for the Owner's records.
- C. Record Specifications: Furnish a copy of the Project Manual for recording changes.
  1. Mark these documents to show substantial variations in actual work performed in comparison with the text of the specifications and modification.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related Record Drawing information and product data.
  4. Identify and date Record Specification; include "PRODUCT RECORD SPECIFICATION" in a prominent location.
  5. Upon completion of the work, submit record specifications to the Owner for the Owner's records.

- D. Record Product Data: Furnish one copy of each product data submittal. Note related Change Orders and markup of Record Drawings and Record Specifications.
  - 1. Mark these documents to show significant variations in actual work performed in comparison with information submitted.
    - a. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  - 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
  - 3. Upon completion of markup, submit complete set of Record Product Data to the Owner for the Owner's records.
  
- E. Record Sample Submitted:
  - 1. Immediately prior to Substantial Completion, the Contractor shall meet with the Owner's personnel at the project site to determine which samples are to be transmitted to the Owner for record purposes.
  - 2. Comply with the Owner's instructions regarding delivery to the Owner's sample storage area.
  
- F. Miscellaneous Record Submittals:
  - 1. Refer to individual specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work.
  - 2. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order.
  - 3. Identify miscellaneous records properly and bind or file, ready for continued use and reference.
  - 4. Submit to the Owner for the Owner's records.

#### **1.4 WARRANTIES**

- A. Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
  
- B. Submit properly executed warranties of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
  
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ by 11 inch (115-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General:
  - 1. Conduct final cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  
- B. Cleaning:
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean.
    - c. Remove petrochemical spills, stains, and other foreign deposits.
    - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
    - g. Remove debris and surface dust from limited access spaces, including vaults, manholes, pipes, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Remove labels that are not permanent.
    - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces.
      - i. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - ii. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
    - k. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - l. Replace parts subject to unusual operating conditions.
    - m. Leave Project clean and ready for occupancy.
  
- C. Comply with safety standards for cleaning.
  - 1. Do not discharge volatile, harmful, or dangerous materials on the site.
  - 2. Properly and lawfully dispose of waste materials from Project site.

**- END OF SECTION 01770-**