

CLEAR CREEK COUNTY COLORADO

405 Argentine Street

P.O. Box 2000

Georgetown, CO 80444

303-679-2470 - Fax: 303-567-2210

## REQUEST FOR BIDS

CP 26-01 COUNTY BASEMENT RESTORATION

SUBMITTALS DUE:

2:00 PM on Tuesday, February 10, 2026



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# ADVERTISEMENT

## Request for Bids

### CP 26-01 Courthouse Basement Restoration

#### General Notice

Clear Creek County, Colorado (Owner) is requesting Bids for the construction of the following Project:

#### **CP 26-01 Courthouse Water Damage Restoration**

All Bids for- the construction of the Project will be received until 2:00 PM local time on , February 10, 2026 by means of a PDF copy uploaded to the Prospective Bidder Submittal Folder assigned by the County to each registered prospective Bidder.

Bids received by the submittal deadline will be publicly opened and read at 2:30 PM local time via Zoom. A Zoom link can be found in the Bidding Documents.

The Project includes the following Work:

- Restoring approximately 4,000 square-feet of the County Courthouse basement, located at 405 Argentine St, Georgetown, CO 80444, to its original state before a recent flooding event. Salient features include but are not limited to wall reconstruction, drywall, painting, carpeting, kitchenette installation, acoustical ceiling, and remounting existing ancillary components. Substantial completion by May 31, 2026.

#### **Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.clearcreekcounty.us/bids.aspx>

Prospective Bidders must register as a plan holder via email to receive a link to the Prospective Bidder Submittal Folder and Project Construction Plans and Specifications:

Email [scanada@clearcreekcounty.us](mailto:scanada@clearcreekcounty.us); subject line **CP 26-01 RFB**.

Prospective Bidders are urged to sign up to receive a text message or email when new Bidding Documents are periodically uploaded to the designated website such as addenda, reports, and other information relevant to submitting a Bid for the Project by clicking "Sign up" at the top of the webpage.

All official notifications, addenda, and other Bidding Documents will be offered only through the designated website and the Prospective Bidder Submittal Folder. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website or Prospective Bidder Submittal Folder.

#### **Mandatory Pre-bid Conference**

A mandatory pre-bid conference for the Project will be held onsite at 405 Argentine St, Georgetown, CO 80444 on Wednesday, January 28, 2026 at 9:00 AM.

**Instructions to Bidders**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

## GENERAL INFORMATION TO BIDDERS

### INTRODUCTION

Notice is hereby given that Clear Creek County Colorado is requesting bids for CP 26-01 Courthouse Basement Restoration, located at 405 Argentine Street in Georgetown, Colorado. In the summer of 2025, a significant rain event resulted in water intrusion into the building's basement, affecting multiple departments and several storage areas. In response to the water intrusion, the affected carpet, drywall, and ceiling tiles were removed.

Work associated with this project includes preserving and restoring original features such as kitchenettes, framing, ceiling tiles, painted drywall, doors, windows, carpet, and wall mounted devices.

### INFORMATION AVAILABLE TO BIDDERS

Beginning January 15, 2026, Bidding Documents can be found at the following designated website: <https://www.clearcreekcounty.us/bids.aspx>

### TIME SCHEDULE

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

|                   |   |
|-------------------|---|
| January 15, 2026  | Request for Bid publicly advertised and available to Bidders  |
| January 28, 2026  | MANDATORY Pre-Bid Conference at 9:00 AM in the Board of County Commissioners Boardroom at 405 Argentine St, Georgetown, CO 80444  |
| February 4, 2026  | Written inquiries due   |
| February 10, 2026 | Bids must be received by 2:00 p.m. local time, publicly open via Zoom at 2:30 p.m.:<br><a href="https://us06web.zoom.us/j/84231381542?pwd=jswOhrreqVX9GvLrw8qxkA9wkVfTY3.1">https://us06web.zoom.us/j/84231381542?pwd=jswOhrreqVX9GvLrw8qxkA9wkVfTY3.1</a><br>Meeting ID: 842 3138 1542<br>Passcode: 589900 |
| March 3, 2026     | Anticipated Contract Award Date   |
| March 9, 2026     | Issue Notice to Proceed   |
| May 31, 2026      | Substantial Completion Date   |
| June 30, 2026     | Ready for Final Payment   |

## **BID SUBMITTAL INFORMATION**

All Work shall be constructed in accordance with plans, specifications and contract documents provided herein. All Bids shall be made on the Bid Form furnished in the Bidding Documents and must be received by 2:00 PM local time on Tuesday, February 10, 2026 by means of a PDF copy uploaded to the Prospective Bidder Submittal Folder assigned by the County to each registered prospective Bidder.

Prospective Bidders must register as a plan holder via email to receive a link to the Prospective Bidder Submittal Folder along with invitations to meetings and bid opening:

Email: [scanada@clearcreekcounty.us](mailto:scanada@clearcreekcounty.us); subject line **CP 26-01 RFB**.

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.

**INSTRUCTIONS TO BIDDERS  
CLEAR CREEK COUNTY, COLORADO  
CP 26-01 COURTHOUSE BASEMENT RESTORATION**

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## ARTICLE 1—DEFINED TERMS

- 1.0 Terms used in these Instructions to Bidders have the meanings indicated in the Contract. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. *Engineer*—Owner or Owner’s representative.
  - C. *Owner*—Clear Creek County, Colorado.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.0 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Contract for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.1 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.2 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office by emailing [scanada@clearcreekcounty.us](mailto:scanada@clearcreekcounty.us) to obtain a complete set of the Bidding Documents to include construction plans and specifications. Bidders may rely on sets of Bidding Documents obtained by registering as a plan holder, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.3 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
    - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor’s means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
  - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in

Paragraph 2.03.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.0 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information, if requested by Owner.
  - E. Other required information regarding qualifications.
- 3.1 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.2 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.0 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement for Bids and General Information to Bidders. Representatives of Owner and Engineer will be present to discuss the Project. Bids will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation.
- 4.1 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

- 5.0 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of

materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### 5.1 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.2 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Contract Documents.

### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

#### 6.0 *Express Representations and Certifications in Bid Form, Contract*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Contract.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.0 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.1 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. Stacey Canada, Capital Projects Manager, [scanada@clearcreekcounty.us](mailto:scanada@clearcreekcounty.us), subject line: CP 26-01 RFB
- 7.2 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda published to the Clear Creek County bid posting web page <https://www.clearcreekcounty.us/bids.aspx> and delivered to all registered plan holders, if applicable. Questions received after the due date for written inquiries shown in the General Information to Bidders may not be answered.
- 7.3 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.0 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Article 6 of the Contract. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.1 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.2 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.3 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.0 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Contract Documents.
- 9.1 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.0 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.1 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.0 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.1 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the portions of the Work within five days after Bid opening.
- 11.2 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a 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.
- 11.3 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer

makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

## **ARTICLE 12—PREPARATION OF BID**

- 12.0 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.1 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.2 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.3 A Bid by a partnership must 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 must be shown.
- 12.4 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.5 A Bid by an individual must show the Bidder’s name and official address.
- 12.6 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.7 All names must be printed in ink below the signatures.
- 12.8 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.9 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.10 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

- 12.11 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

#### 13.0 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Article 5 of the Contract.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.1 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor’s overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents.

### **ARTICLE 14—SUBMITTAL OF BID**

- 14.0 The Bidding Documents include one separate copy of the Bid Form, and, if required, the Bid Bond Form. The copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.1 A Bid must be received no later than the date and time prescribed and in the manner indicated in the Advertisement or invitation to bid, and be accompanied by the Bid Security and other required documents.
- 14.2 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted.

### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.0 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.1 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

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

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.0 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.0 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.1 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.2 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.3 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.4 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether 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.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- 18.5 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.6 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.0 Article 5 of the Contract, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Contract to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.1 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SALES AND USE TAXES**

- 20.0 Owner is exempt from Colorado state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 98-04967). Said taxes must not be included in the Bid.

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to Clear Creek County, Road & Bridge Department, 3549 Stanley Road, Dumont, CO 80436 via an uploaded pdf to the Prospective Bidder’s Submittal Folder.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Bid Certification and Affidavit of Non-Collusion and;
  - C. Required Bidder Qualification Statement with supporting data.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

| Item No.                          | Description  | Unit | Quantity | Bid Unit Price | Bid Amount |
|-----------------------------------|--------------|------|----------|----------------|------------|
| 001                               | Full Rebuild | LS   | 1        | \$             | \$         |
| 002                               | Flood Cut    | LS   | 1        | \$             | \$         |
| 003                               | Carpet Only  | LS   | 1        | \$             | \$         |
| Total of All Unit Price Bid Items |              |      |          |                | \$         |

- B. Bidder acknowledges that:
- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
  - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price*

|                 |    |
|-----------------|----|
| Total Bid Price | \$ |
|-----------------|----|

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 3 of the Contract on or before the dates or within the number of calendar days indicated in the Contract.
- 4.02 Bidder accepts the provisions of the Contract as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
|                 |               |
|                 |               |
|                 |               |
|                 |               |

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Project Plans and Specifications, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Project Plans and Specifications, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Project Plans and Specifications or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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*CP 26-01 Courthouse Basement Restoration*

**Modified EJCDC® C-410, Bid Form for Construction Contract.**

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

**QUALIFICATIONS STATEMENT  
CLEAR CREEK COUNTY, COLORADO  
CP 26-01 COURTHOUSE BASEMENT RESTORATION**

**ARTICLE 1 - GENERAL INFORMATION**

1.01 Provide contact information for the Business:

|                                       |  |                |  |
|---------------------------------------|--|----------------|--|
| Legal Name of Business:               |  |                |  |
| Corporate Office                      |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of corporate office: |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |
| Local Office                          |  |                |  |
| Name:                                 |  | Phone number:  |  |
| Title:                                |  | Email address: |  |
| Business address of local office:     |  |                |  |
|                                       |  |                |  |
|                                       |  |                |  |

1.02 Provide information on the Business's organizational structure:

|   |   |   |  |
|---|---|---|--|
| Form of Business:   | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation          |   |  |
|   | <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies: |   |  |
|   | 1.  |   |  |
|   | 2.  |   |  |
|   | 3.  |   |  |
| Provide a separate Qualification Statement for each Joint Venturer. |   |   |  |
| Date Business was formed:   |   | State in which Business was formed:   |  |
| Is this Business authorized to operate in the Project location?     |   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending |  |

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

|                   |  |              |  |
|-------------------|--|--------------|--|
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |

|                   |  |              |  |
|-------------------|--|--------------|--|
| Address:          |  |              |  |
| Name of business: |  | Affiliation: |  |
| Address:          |  |              |  |

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

|                               |  |                     |    |
|-------------------------------|--|---------------------|----|
| Name:                         |  | Title:              |    |
| Authorized to sign contracts: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Limit of Authority: | \$ |
| Name:                         |  | Title:              |    |
| Authorized to sign contracts: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Limit of Authority: | \$ |
| Name:                         |  | Title:              |    |
| Authorized to sign contracts: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Limit of Authority: | \$ |
| Name:                         |  | Title:              |    |

**ARTICLE 2 - LICENSING**

2.01 Provide information regarding licensure for Business:

|                   |  |                  |  |
|-------------------|--|------------------|--|
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |
| Name of License:  |  |                  |  |
| Licensing Agency: |  |                  |  |
| License No:       |  | Expiration Date: |  |

**ARTICLE 3 - DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

| Certification  | Certifying Agency | Certification Date |
|--|-------------------|--------------------|
| <input type="checkbox"/> Disadvantaged Business Enterprise       |                   |                    |
| <input type="checkbox"/> Minority Business Enterprise            |                   |                    |
| <input type="checkbox"/> Woman-Owned Business Enterprise         |                   |                    |
| <input type="checkbox"/> Small Business Enterprise               |                   |                    |
| <input type="checkbox"/> Disabled Business Enterprise            |                   |                    |
| <input type="checkbox"/> Veteran-Owned Business Enterprise       |                   |                    |
| <input type="checkbox"/> Service-Disabled Veteran-Owned Business |                   |                    |

| Certification   |  | Certifying Agency | Certification Date |
|---|--|-------------------|--------------------|
| <input type="checkbox"/> HUBZone Business (Historically Underutilized) Business |  |                   |                    |
| <input type="checkbox"/> Other  |  |                   |                    |
| <input type="checkbox"/> None   |  |                   |                    |

**ARTICLE 4 - SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

|                                    |                |  |            |
|------------------------------------|----------------|--|------------|
| Name of Business’s Safety Officer: |                |  |            |
| Safety Certifications              |                |  |            |
| Certification Name                 | Issuing Agency |  | Expiration |
|                                    |                |  |            |
|                                    |                |  |            |

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

| Year    |     |      |    |     |      |    |     |      |    |
|---------|-----|------|----|-----|------|----|-----|------|----|
| Company | EMR | TRFR | MH | EMR | TRFR | MH | EMR | TRFR | MH |
|         |     |      |    |     |      |    |     |      |    |
|         |     |      |    |     |      |    |     |      |    |

**ARTICLE 5 - FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

|   |  |                                   |  |
|---|--|-----------------------------------|--|
| Financial Institution:  |  |                                   |  |
| Business address:   |  |                                   |  |
| Date of Business’s most recent financial statement:               |  | <input type="checkbox"/> Attached |  |
| Date of Business’s most recent audited financial statement:       |  | <input type="checkbox"/> Attached |  |
| Financial indicators from the most recent financial statement     |  |                                   |  |
| Contractor’s Current Ratio (Current Assets ÷ Current Liabilities) |  |                                   |  |

|   |  |
|---|--|
| Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) |  |
|---|--|

**ARTICLE 6 - SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

|  |  |                 |  |
|--|--|-----------------|--|
| Surety Name:   |  |                 |  |
| Surety is a corporation organized and existing under the laws of the state of:   |  |                 |  |
| Is surety authorized to provide surety bonds in the Project location?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                 |  |
| Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? | <input type="checkbox"/> Yes <input type="checkbox"/> No |                 |  |
| Mailing Address (principal place of business):   |  |                 |  |
|  |  |                 |  |
| Physical Address (principal place of business):  |  |                 |  |
|  |  |                 |  |
| Phone (main):  |  | Phone (claims): |  |

**ARTICLE 7 - INSURANCE**

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

|   |  |  |  |
|---|--|--|--|
| Name of insurance provider, and type of policy (CLE, auto, etc.):               |  |  |  |
| Insurance Provider  | Type of Policy (Coverage Provided)                       |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
| Are providers licensed or authorized to issue policies in the Project location? | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |
| Does provider have an A.M. Best Rating of A-VII or better?                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |
| Mailing Address (principal place of business):                                  |  |  |  |
|   |  |  |  |
| Physical Address (principal place of business):                                 |  |  |  |
|   |  |  |  |

|               |  |                 |  |
|---------------|--|-----------------|--|
|               |  |                 |  |
| Phone (main): |  | Phone (claims): |  |

**ARTICLE 8 - CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

|  |  |
|--|--|
| Average number of current full-time employees: |  |
| Estimate of revenue for the current year:      |  |
| Estimate of revenue for the previous year:     |  |

8.02 Provide information regarding the Business’s previous contracting experience.

|   |  |                      |  |
|---|--|----------------------|--|
| Years of experience with projects like the proposed project:  |  |                      |  |
| As a general contractor:  |  | As a joint venturer: |  |
| Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:   |  |                      |  |
| Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No             |  |                      |  |
| Been barred from contracting by any local, state, or federal agency within the last 5 years?<br><input type="checkbox"/> Yes <input type="checkbox"/> No              |  |                      |  |
| Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |                      |  |
| Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No                                     |  |                      |  |
| Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |                      |  |
| Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |                      |  |
| Provide full details in a separate attachment if the response to any of these questions is Yes.   |  |                      |  |

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 9 - REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.

- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Provide contact information for a minimum of three and a maximum of 5 previous projects who will be contacted by the Owner to substantiate quality of work.
- J. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

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

Title: \_\_\_\_\_  
*(typed or printed)*

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

Phone: \_\_\_\_\_

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

**Schedule A—Current Projects**

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization  |                 |                        |                |                         |       |
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

**Schedule B—Previous Experience with Similar Projects**

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization  |                 |                        |                |                         |       |
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

**Schedule B—Previous Experience with Similar Projects**

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Name of Organization  |                 |                        |                |                         |       |
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

|   |                 |                        |                |                         |       |
|---|-----------------|------------------------|----------------|-------------------------|-------|
| Project Owner   |                 |                        | Project Name   |                         |       |
| General Description of Project  |                 |                        |                |                         |       |
| Project Cost  |                 |                        | Date Project   |                         |       |
| Key Project Personnel   | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |       |
| Name  |                 |                        |                |                         |       |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) |                 |                        |                |                         |       |
|   | Name            | Title/Position         | Organization   | Telephone               | Email |
| Owner   |                 |                        |                |                         |       |
| Designer  |                 |                        |                |                         |       |
| Construction Manager  |                 |                        |                |                         |       |

**Schedule C—Key Individuals**

| <b>Project Manager</b>   |  |                                       |                                   |
|--|--|---------------------------------------|-----------------------------------|
| Name of individual   |  |                                       |                                   |
| Years of experience as project manager   |  |                                       |                                   |
| Years of experience with this organization   |  |                                       |                                   |
| Number of similar projects as project manager  |  |                                       |                                   |
| Number of similar projects in other positions  |  |                                       |                                   |
| Current Project Assignments  |  |                                       |                                   |
| Name of assignment   |  | Percent of time used for this project | Estimated project completion date |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name   |  | Name                                  |                                   |
| Title/Position   |  | Title/Position                        |                                   |
| Organization   |  | Organization                          |                                   |
| Telephone  |  | Telephone                             |                                   |
| Email  |  | Email                                 |                                   |
| Project  |  | Project                               |                                   |
| Candidate's role on project  |  | Candidate's role on project           |                                   |
| <b>Project Superintendent</b>  |  |                                       |                                   |
| Name of individual   |  |                                       |                                   |
| Years of experience as project superintendent  |  |                                       |                                   |
| Years of experience with this organization   |  |                                       |                                   |
| Number of similar projects as project superintendent   |  |                                       |                                   |
| Number of similar projects in other positions  |  |                                       |                                   |
| Current Project Assignments  |  |                                       |                                   |
| Name of assignment   |  | Percent of time used for this project | Estimated project completion date |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
|  |  |                                       |                                   |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) |  |                                       |                                   |
| Name   |  | Name                                  |                                   |
| Title/Position   |  | Title/Position                        |                                   |
| Organization   |  | Organization                          |                                   |
| Telephone  |  | Telephone                             |                                   |
| Email  |  | Email                                 |                                   |
| Project  |  | Project                               |                                   |
| Candidate's role on project  |  | Candidate's role on project           |                                   |

| <b>Safety Manager</b> |  |
|-----------------------|--|
| Name of individual    |  |

|   |  |                                       |                                   |
|---|--|---------------------------------------|-----------------------------------|
| Years of experience as project manager  |  |                                       |                                   |
| Years of experience with this organization  |  |                                       |                                   |
| Number of similar projects as project manager   |  |                                       |                                   |
| Number of similar projects in other positions   |  |                                       |                                   |
| <b>Current Project Assignments</b>  |  |                                       |                                   |
| Name of assignment  |  | Percent of time used for this project | Estimated project completion date |
|   |  |                                       |                                   |
|   |  |                                       |                                   |
| <b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b> |  |                                       |                                   |
| Name  |  | Name                                  |                                   |
| Title/Position  |  | Title/Position                        |                                   |
| Organization  |  | Organization                          |                                   |
| Telephone   |  | Telephone                             |                                   |
| Email   |  | Email                                 |                                   |
| Project   |  | Project                               |                                   |
| Candidate's role on project   |  | Candidate's role on project           |                                   |
| <b>Quality Control Manager</b>  |  |                                       |                                   |
| Name of individual  |  |                                       |                                   |
| Years of experience as project superintendent   |  |                                       |                                   |
| Years of experience with this organization  |  |                                       |                                   |
| Number of similar projects as project superintendent  |  |                                       |                                   |
| Number of similar projects in other positions   |  |                                       |                                   |
| <b>Current Project Assignments</b>  |  |                                       |                                   |
| Name of assignment  |  | Percent of time used for this project | Estimated project completion date |
|   |  |                                       |                                   |
|   |  |                                       |                                   |
| <b>Reference Contact Information (listing names indicates approval to contact named individuals as a reference)</b> |  |                                       |                                   |
| Name  |  | Name                                  |                                   |
| Title/Position  |  | Title/Position                        |                                   |
| Organization  |  | Organization                          |                                   |
| Telephone   |  | Telephone                             |                                   |
| Email   |  | Email                                 |                                   |
| Project   |  | Project                               |                                   |
| Candidate's role on project   |  | Candidate's role on project           |                                   |

**BID CERTIFICATION AND AFFIDAVIT OF NON-COLLUSION  
CLEAR CREEK COUNTY, COLORADO  
CP 26-01 COURTHOUSE BASEMENT RESTORATION**

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, Colorado (hereinafter called "the Owner").

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 Owner, 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:

# CONTRACT FOR CP 26-01 COURTHOUSE BASEMENT RESTORATION CLEAR CREEK COUNTY, COLORADO

This Contract is by and between Clear Creek County, Colorado, a political subdivision of the State of Colorado, acting by and through its Board of County Commissioners (“Owner”) and [Legal name of Contractor] a [e.g., Colorado corporation] (“Contractor”). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

Restoring approximately 4,000 square-feet of the Clear Creek County Courthouse basement, located at 405 Argentine St, Georgetown, CO 80444, to as near as feasible to its original state before a recent flooding event. Salient features include but are not limited to wall reconstruction, drywall, painting, carpeting, kitchenette installation, acoustical ceiling, and remounting existing ancillary components.

## CONTRACT DOCUMENTS

### 1.02 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents

(including copies or electronic media versions) prepared by Engineer or its consultants.

- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

### 1.03 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Contract for CP 26-01 Courthouse Basement Restoration.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Technical Specifications.
  - 5. Addenda.
  - 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed (EJCDC® C-550).
    - b. Work Change Directives (EJCDC® C-940).
    - c. Change Orders (EJCDC® C-941).
    - d. Field Orders (EJCDC® C-942).

## ARTICLE 2—ENGINEER

### 2.01 *Engineer*

- A. The Engineer for this Project is Stacey Canada, Capital Projects Manager.

## ARTICLE 3—CONTRACT TIMES

### 3.01 *Contract Times*

- A. The Work will be substantially complete on or before May 31, 2026 and completed and ready for final payment on or before June 30, 2026.

### 3.02 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

3.03 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

**ARTICLE 4—CONTRACT PRICE**

4.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

| Item No.  | Description  | Unit | Estimated Quantity | Unit Price | Extended Price |
|---|--------------|------|--------------------|------------|----------------|
| 001   | Full Rebuild | LS   | 1                  |            |                |
| 002   | Flood Cut    | LS   | 1                  |            |                |
| 003   | Carpet Only  | LS   | 1                  |            |                |
| Total of all extended prices for Estimated Quantities of Work |              |      |                    | \$         |                |

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

- B. The funds appropriated for this Project are equal to or in excess of the contract amount.
- C. Pursuant to the provision C.R.S. § 24-91-103.6, 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 C.R.S. § 24-91-103.6, any form of order or directive by the Owner requiring additional compensable work to be performed shall contain a clause that requires the Owner 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—BONDS AND INSURANCE

### 5.01 *Bonds*

- A. Not later than five (5) business days following the execution of the Contract and 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 (C.R.S. §§ 38-26-105, 106). 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 Owner shall have no liability or obligation hereunder unless and until the bonds have been so delivered.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

### 5.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
  1. 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, C.R.S. § 24-10-101, et seq., as that may be amended from time-to-time, or (iii) such greater amount(s) as may be required by law. All insurance policies required to be purchased and maintained will contain a provision or

endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

- B. Workers' Compensation and Employer's Liability insurance in amounts and coverage as required by the laws of the State of Colorado.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, and that coverage shall be 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, C.R.S. § 24-10-101, et seq., as that may be amended from time-to-time, or (iii) such greater amount(s) as may be required by law
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Coverage 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, C.R.S. § 24-10-101, et seq., as that may be amended from time-to-time, or (iii) such greater amount(s) as may be required by law.
  - 2. Products and completed operations coverage maintained for three years after final payment;
  - 3. Blanket contractual liability coverage to the extent permitted by law;
  - 4. Broad form property damage coverage; and
  - 5. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
  - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

### 6.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 6.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Saturday.

6.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

6.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

6.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting

costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.
- D. Contractor shall comply with C.R.S. § 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.

#### 6.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

#### 6.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with laws or regulations.

- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 6.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 6.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

6.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

6.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

**ARTICLE 7—OWNER'S RESPONSIBILITIES**

7.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 8—ENGINEER'S STATUS DURING CONSTRUCTION

### 8.01 *Engineer's Status*

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 9—CHANGES IN THE WORK

### 9.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### 9.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 9.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

### 9.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

## ARTICLE 10—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

### 10.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
  - 1. Review the condition in question;
  - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  - 4. Obtain any pertinent cost or schedule information from Contractor;

5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## ARTICLE 11—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

### 11.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### 11.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the

completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE 12—PAYMENTS TO CONTRACTOR**

### **12.01 *Progress Payments***

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

### **12.02 *Applications for Payments***

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

### **12.03 *Retainage***

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

### **12.04 *Review of Applications***

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

### **12.05 *Contractor's Warranty of Title***

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 12.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 12.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor 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 complete such Work and remedy such defects.

#### 12.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- D. Upon written recommendation of final payment by the Engineer, 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 C.R.S. § 38-26-107.

12.09 *Waiver of Claims*

- A. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

**ARTICLE 13—SUSPENSION OF WORK AND TERMINATION**

13.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

13.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 14.02.B if Contractor within 7 days of receipt of notice of intent to terminate corrects its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Section 14.02.

### 13.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

### 13.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 15 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract.

## ARTICLE 14—CONTRACTOR'S REPRESENTATIONS

### 14.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 15—MISCELLANEOUS**

**15.01 Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line to the appropriate party at the following addresses:

To Owner and Engineer:

Clear Creek County  
Public Work Division  
Attn: Stacey Canada  
3549 Stanley Road  
P.O. Box 362  
Dumont, CO 80436  
Telephone: 303.679.2469  
Email: [scanada@clearcreekcounty.us](mailto:scanada@clearcreekcounty.us)

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic mail” means email.

**15.02 Cumulative Remedies**

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

**15.03 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**15.04 No Waiver**

- A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

15.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

15.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

15.07 *Controlling Law*

- A. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Contract shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.

15.08

*Conflicts of Interest*

- A. Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Work. Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Work.

15.09 *Discrimination*

- A. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract on the basis of race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation. Contractor shall require all subcontractors to agree to the provisions of this subparagraph.

15.10 *Governmental Immunity*

- A. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by Owner. In addition, anything in this Contract which purports to create a contractual obligation by Owner to do an act or be liable for something for which the Owner is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

15.11 *Records Retention*

- A. Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to Owner for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the Owner of the need to extend the retention period. Copies of such records shall be furnished to the Owner upon request without charge by the Contractor.

15.12 *Budget Appropriation*

Notwithstanding anything to the contrary contained in this Contract, the County shall have no obligations under this Contract, nor shall any payment be made to the Consultant, in respect of any period or Services performed after any December 31 of each calendar year during the term of this Contract, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 *et seq.*), and the TABOR Amendment (Constitution, Article X, Sec. 20).

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Contract will be effective on the date on which it is fully executed.

“Owner”:

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

ATTEST

\_\_\_\_\_  
George Marlin, Chair  
Date:\_\_\_\_\_

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

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Peter A. Lichtman  
County Attorney

“Contractor”:

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

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