

CLEAR CREEK COUNTY PUBLIC WORKS
3549 STANLEY ROAD
P.O. BOX 362
DUMONT, COLORADO 80436

REQUEST FOR BIDS
GUANELLA PASS RETAINING WALL
RC 26-06



Bids must be submitted no later than
2:00 p.m. local time on
March 26, 2026

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**ADVERTISEMENT FOR BIDS
CLEAR CREEK COUNTY, COLORADO
RC 26-06 GUANELLA PASS RETAINING WALL**

General Notice

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

RC 26-06 Guanella Pass Retaining Wall

All Bids for the construction of the Project will be received until 2:00 PM local time on Thursday, March 26, 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:

Final design and construction of a positive connection mechanically stabilized earth retaining wall.

Bids are requested for the following Contract:

Clear Creek County Contract for RC 26-06 Guanella Pass Retaining Wall

Obtaining the Bidding Documents

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

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

Prospective Bidders must register as a plan holder via email to receive a copy of the plans, a link to the Prospective Bidder Submittal Folder, and invitations to meetings and bid opening:

Email sstreepey@clearcreekcounty.us; subject line RC 26-06 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.

Pre-bid Conference

A virtual pre-bid conference for the Project will be held via Zoom on Thursday, March 12, 2026 at 2:00 p.m. Attendance at the pre-bid conference is encouraged but not required.

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 CLEAR CREEK COUNTY, COLORADO RC 26-06 GUANELLA PASS RETAINING WALL

INTRODUCTION

Notice is hereby given that the Clear Creek County Public Works Division – Road & Bridge Department is requesting bids for the RC 26-06 Guanella Pass Retaining Wall which includes the finalization of preliminary (90%) plans along with the construction of a positive connection mechanically stabilized earth retaining wall.

This project is intended to provide for the replacement of a failed rockery wall located along Guanella Pass Road approximately 3.2 miles from its intersection with Rose Street in Georgetown, Colorado. The rockery wall provided a façade for an underlying soil nail wall. The failed rockery wall has been partially removed with the remaining portions being temporarily stabilized. Preliminary plans for a positive connection mechanically stabilized earth retaining wall have been prepared.

Work associated with the project includes the finalization and certification of the plans, removal of remaining rockery wall elements, construction of the designed retaining wall along with traffic controls as needed to safely perform the construction activities.

INFORMATION AVAILABLE TO BIDDERS

Beginning February 26, 2026, Request for Bid (RFB) Documents can be found at the following designated website:

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

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

TIME SCHEDULE

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

February 26, 2026	Request for Bids publicly advertised and available to Bidders
March 12, 2026	Pre-bid conference, 2:00 p.m.: https://us06web.zoom.us/j/87418481335?pwd=fCTc9gGqByivbmapreACIkxsnbjbHY.1
March 20, 2026	Written inquiries due
March 23, 2026	Responses to inquiries posted on the County's website
March 26, 2026	Bids must be received by 2:00 p.m. local time, publicly open via Zoom at 2:30 p.m.: https://us06web.zoom.us/j/86869614482?pwd=Kw1SONkk5uBJ7TU2X2zfeuibtyZerz.1

May 5, 2026	Anticipated Bid Award Date
May 11, 2026	Issue Notice to Proceed
August 31, 2026	Substantial Completion Date

BID SUBMITTAL INFORMATION

All Work shall be constructed in accordance with the contract documents provided herein. All bids shall be made on bid forms furnished in the bidding documents and must be received by 2:00 PM local time on Thursday, March 26, 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 [sstreepey@clearcreekcounty.us](mailto:ssreepey@clearcreekcounty.us); subject line RC 26-06 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.

- END OF SECTION -

**INSTRUCTIONS TO BIDDERS
CLEAR CREEK COUNTY, COLORADO
RC 26-06 GUANELLA PASS RETAINING WALL**

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ARTICLE 1—DEFINED TERMS

- 1.0 Terms used in these Instructions to Bidders have the meanings indicated in the current version of Colorado Department of Transportation (CDOT) General Provisions unless otherwise defined in the Contract Documents. 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 sstreepey@clearcreekcounty.us to obtain a complete set of the Bidding Documents to include construction plans and specifications. Bidders may rely that 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 2.3.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 non-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. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 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. Stoy Streepey, Public Works Director, sstreepey@clearcreekcounty.us
 - B. Include RC 26-06 in the email subject line
- 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://co-clearcreekcounty2.civicplus.com/Bids.aspx?CatID=17> and delivered to all registered plan holders, if applicable. Questions received less than seven days prior to the date for opening of Bids 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 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

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 at the place indicated in the Advertisement or invitation to bid, and must 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 15.0 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
CLEAR CREEK COUNTY, COLORADO
RC 26-06 GUANELLA PASS RETAINING WALL

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 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

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
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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 4 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 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
RC 26-06 GUANELLA PASS RETAINING WALL**

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? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <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. 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 Name	
Project Owner		Project Name	
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
Project Name		Project Name	
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
Project Name		Project Name	
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
Project Name		Project Name	
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule B—Previous Experience with Similar Projects

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

Schedule B—Previous Experience with Similar Projects

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

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

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

Schedule C—Key Individuals

Project Manager			
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	
Project Superintendent			
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	

Safety Manager	
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	
Quality Control Manager			
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	

**BID CERTIFICATION AND AFFIDAVIT OF NON-COLLUSION
CLEAR CREEK COUNTY, COLORADO
RC 26-06 GUANELLA PASS RETAINING WALL**

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 RC 26-06 GUANELLA PASS RETAINING WALL 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:

Work associated with the project includes the finalization and certification of the plans, removal of remaining rockery wall elements, construction of the designed retaining wall along with traffic controls as needed to safely perform the construction activities.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *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.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for RC 26-06 Guanella Pass Retaining Wall.
 - 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 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is Stoy Streepey, Public Works Director.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete on or before August 31, 2026 and completed and ready for final payment on or before September 15, 2026.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the Contract Time for substantial completion.

4.03 *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.

4.04 *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 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of \$[Contract Price] for all Work.
- 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 6—BONDS AND INSURANCE

6.01 *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.

6.02 *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 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *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.

7.02 *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.

7.03 *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.

7.04 *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.

7.05 *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.

7.06 *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.

7.07 *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.

7.08 *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.

7.09 *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.

7.10 *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.

7.11 *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.

7.12 *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.

7.13 *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 8—OWNER'S RESPONSIBILITIES

8.01 *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 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 10—CHANGES IN THE WORK

10.01 *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.

10.02 *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.

10.03 *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.

10.04 *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 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *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 12—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 *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.

12.02 *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 13—PAYMENTS TO CONTRACTOR

13.01 *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.

13.02 *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.

13.03 *Retainage*

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

13.04 *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.

13.05 *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.

13.06 *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.

13.07 *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.

13.08 *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.

13.09 *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 14—SUSPENSION OF WORK AND TERMINATION

14.01 *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.

14.02 *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.

14.03 *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.

14.04 *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 15—CONTRACTOR'S REPRESENTATIONS

15.01 *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 16—MISCELLANEOUS

16.01 *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:

RC 26-06 Guanella Pass Retaining Wall

Adapted from EJCDC® C-522, Contract for Construction of a Small Project. Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. Form modified by Clear Creek County, Colorado.

To Owner and Engineer:
Clear Creek County
Public Work Division
Attn: Stoy Streepey, Public Works Dir.
3549 Stanley Road
P.O. Box 362
Dumont, CO 80436
Telephone: 303.679.2469
Email: [sstreepey@clearcreekcounty.us](mailto:ssstreepey@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.

16.02 *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.

16.03 *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.

16.04 *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.

16.05 *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.

16.06 *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.

16.07 *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.

16.08

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.

16.09 *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.

16.10 *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.

16.11 *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.

16.12 *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).

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**TECHNICAL SPECIFICATIONS
CLEAR CREEK COUNTY, COLORADO
RC 26-06 GUANELLA PASS RETAINING WALL**

The Colorado Department of Transportation 2023 Standard Specifications for Road and Bridge Construction shall be related to Division 100 as specified in these specifications and Divisions 200-700 of the CDOT Standard Specifications. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

In addition to requirements of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, and the Contract Documents, all material and work shall conform to the requirements of the Standards of the American Society for Testing and Materials (ASTM), the American Standards Association (ASA), Clear Creek County Best Management Practices, and any local ordinance which may apply.

PROJECT SPECIAL PROVISIONS

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MISCELLANEOUS PROVISIONS

a) SALES AND USE TAXES

C.R.S. § 39-26-708 provides that contractors and subcontractors are exempt from certain state taxes on sales, storage, use or consumption of construction and building materials for use in the building, erection, alteration, or repair of structures, highways, roads, streets, and other public works owned and used by governmental agencies in their official capacities. The successful bidder on this project must apply for and obtain a Certificate of Exemption from the State Department of Revenue. Further, the bidder shall not include the costs of any sales or use tax exempted by statute in the bid amount, nor shall the County pay for any such tax which Contractor may pay as a result of its failure to apply for a tax-exempt certificate.

b) FAMILIARIZATION WITH THE WORK AND SITE CONDITIONS

Before submitting Bids, prospective Bidders shall familiarize themselves with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with requirements of the Contract and otherwise satisfy themselves as to the expense and difficulties attending performance of the work. The submission of a Bid constitutes a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization. Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and sub-surface materials, utilities to be encountered, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of Bids.

END OF SECTION

**COMMENCEMENT AND COMPLETION OF WORK
(SPECIFIED COMPLETION DATE)**

The Contractor shall select the date that the contract time begins for this project, subject to the following conditions:

- a) The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The "Notice to Proceed" will stipulate the date on which contract time commences.
- b) The Contractor shall notify the Engineer in writing, at least 5 days before the proposed beginning date.
- c) The date that contract time begins shall be subject to the County's approval. A different date may be authorized in writing by the County in the "Notice to Proceed."

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.05 shall include the following:

The Contractor shall complete all Work by the date specified.

Substantial Completion Date: August 31, 2026

Final Completion Date: September 15, 2026

The Contractor's progress schedule shall be a Critical Path Method Schedule. The Contractor shall use Microsoft Project or other scheduling method as approved by the Engineer, to develop and manage the Critical Path Method Schedule.

Salient features for this project are:

1. Finalization and Certification of Construction Plans
2. Mobilization
3. Traffic Control: Traffic Control Plan Submittal/Approval/Installation/Maintenance
4. Removal of Remaining Portions of Rockery Wall
5. Construction of Positive Connection MSE Retaining Wall
6. Clean-up and De-Mobilization

END OF SECTION

SECTION 101
DEFINITIONS AND TERMS

Section 101 of the CDOT Standard Specifications is hereby included and is revised for this project as follows:

Whenever the following terms or pronouns are used in these specifications or in other contract documents, the intent and meaning shall be interpreted as follows:

101.10 CDOT Resident Engineer. This definition shall be interpreted to mean the Clear Creek County Public Works Director.

101.28 Department. It shall be interpreted to mean Clear Creek County Road & Bridge Department.

101.29 Engineer. It shall be interpreted to mean the Engineer, Clear Creek Public Works Director or their designated representative.

101.51 Project Engineer. It shall be interpreted to mean:

The Chief Engineer's duly authorized representative who may be a County employee or an employee of a consulting engineer (consultant) under contract to County as defined below:

(a) **County Project Engineer.** The County employee, assigned by the Resident Engineer, who is the Chief Engineer's duly authorized representative. The County Project Engineer is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.

(b) **Consultant Project Engineer.** The consultant employee under the responsible charge of the consultant's Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer's duties are delegated by the County in accordance with the scope of work in the consultant's contract with County. The Consultant Project Engineer is not authorized to sign or approve Contract Modification Orders.

After Subsection 101.95, insert these definitions as follows:

Addendum: A Supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a contract.

Application for Payment: The form accepted by the Engineer which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

Board of County Commissioners: The Clear Creek County Board of County Commissioners acting under the authority of the laws of the State of Colorado.

Change Order: A written order issued by the Engineer to the Contractor to make changes in the work or to perform extra work and setting forth conditions for payment and/or adjustment in time of completion.

Contract: The written agreement between the Owner and the Contractor setting forth the obligations of the parties, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

Contract Modification Order: A written order issued to the Contractor by the Department covering contingencies, extra work, increases or decreases in contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Contract Modification Order is the only method authorized for changing the Contract.

Contract Modification Orders must be approved as established in subsection 105.14.

County: Clear Creek County, organized and existing under and by virtue of the laws of the State of Colorado. See Owner.

Department: Clear Creek County.

Director: Director of Public Works for Clear Creek County, Colorado.

END OF SECTION REVISION

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SECTION 103
AWARD AND EXECUTION
OF CONTRACT

Section 103 of the Standard Specifications is hereby included and revised for this project as follows:

Subsection 103.01 shall be removed and replaced with the following:

After the bids are opened and read, they will be evaluated, and the Contract awarded or rejected in accordance with the bid procedures in the Request for Bids.

The Department reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgment of the Department its best interests will be promoted thereby.

END OF SECTION REVISION

DRAFT

REVISION OF SECTION 105
CONTROL OF WORK

Section 105 of the Standard Specifications is hereby included and revised for this project as follows:

Subsection 105.16 shall include the following:

Approval of any material shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the County representative(s) may have quality assurance tests made as they deem necessary and may reject materials, equipment, and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories fail to meet quality assurance tests, the County representative(s) will have the right to cause their removal and replacement by proper materials, equipment or accessories, or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, costs of testing will be divided as follows:

1. The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
2. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
3. The Contractor shall furnish, without extra cost, all samples required for testing purposes;
4. The Contractor shall pay for materials testing necessary to test materials for conformity to the specifications prior to construction.

The Contractor shall notify the County representative sufficiently in advance of backfilling or concealing any facilities to permit proper time for inspection and testing. If any facilities are concealed without approval or consent of the County representative(s), the Contractor shall uncover those facilities for inspection and recover all such facilities at the Contractor's sole expense, when so requested and deemed necessary by the County representative(s).

Material and appurtenances to be incorporated in the work are subject to inspection at the place of production, manufacture or shipment. Such inspections and acceptance shall, unless otherwise stated in the Project Special Provisions, Standard Special Provisions, or Standard Specifications, be final, except as regards to:

1. Latent defects,
2. Departures from specific requirements of the Contract,
3. Damage or loss in transit, or
4. Fraud or such gross mistakes as amount to fraud.

Notwithstanding the requirements contained in the preceding sentence, inspection of materials, as a whole or in part, will be made at the Project site.

END OF SECTION REVISION

REVISION OF SECTION 108
PROSECUTION AND PROGRESS

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 108.02 in its entirety and replace with the following:

Notice to Proceed. The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The Notice to Proceed will stipulate the date on which contract time commences. The County will issue a Notice to Proceed after execution of this Agreement. The Contractor shall commence work following the Notice to Proceed date, on a date determined by the Contractor; the completion date and bridge/road closure requirements stated in Commencement and Completion of Work remain applicable.

Subsection 108.03 shall include the following:

The work specified in this subsection includes preparing, progressing, revising, and submitting Contract Schedules.

The Contract Schedules shall represent a practical plan to complete the work within the Completion Deadlines and convey the intent in the manner of the prosecution and progress of the work.

The Contract Schedules shall include the planned execution of the work in accordance with the Contract Documents. The Contract Schedules shall include involvement and coordination with other contractors, utility owners, governmental persons, engineers, Subcontractors, and suppliers in the development of the Original Baseline Schedule and updating thereof during preparation of Progress Schedules.

The Contract Schedules shall represent the requirements of the Contract Documents and the work shall be executed in the sequence and duration indicated in the Contract Schedules.

All Contract Schedule submittals are subject to review, acceptance and/or approval by the County.

No additional compensation will be provided to the Contractor should the Contractor decide to accelerate any portion of the project to achieve an earlier date. No additional compensation will be provided if the Contractor fails to meet an earlier date included in a reviewed, accepted, or approved schedule. Any float developed in the Contractor's Original Baseline or Progress Schedules shall be for the benefit of all parties and not for the exclusive benefit of the Contractor.

Subsection 108.05 shall include the following:

The Contractor shall maintain access to adjacent properties and businesses at all times during construction.

Appropriate access to all businesses and residences shall be provided 365 days/year, 24 hours/day, 7 days/week. "Appropriate" shall be as interpreted by the County and may include any or all of the following: horizontal alignment, vertical alignment, section, surface treatment, drainage, detour signage, minimum clearances, and other considerations per the sole discretion of the County.

Contractor shall check with each business and home owner to ensure geometry and surfacing of temporary access provided by the contractor will accommodate all vehicles pertinent to each particular business.

Proposed temporary business and residence access MHT's shall be submitted to the County and shall include all pertinent information as noted in the previous paragraph, including the

approval of the appropriate owner.

Subsection 108.06 shall include the following:

The Contractor shall be responsible for the scheduling of all work and proper coordination of the operations of all trades, subcontractors, materials, and workers engaged upon this Contract.

Subsection 108.08 (b) shall include the following:

The contract completion date is defined in the specification "Commencement and Completion of Work". The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency; or
2. Any directives to stop work, from the Clear Creek County representative (2); or
3. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; or
4. Any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), or (3) of this paragraph.

Provided, however, that the Contractor, within five business days, notifies the Clear Creek County representative, in writing, of the cause of the delay. The Clear Creek County representative shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this Contract, the Clear Creek County representative will extend the Completion Date by a period commensurate with the period of excusable delay.

If the Contractor fails to meet these three conditions within ten calendar days of receipt of the notice of intent to find Contractor in default, or if any time after the Contractor resumes work, the Contractor does not meet the work requirements or the Contractor again neglects or refuses to correct or remove and replace rejected materials or unacceptable work, the Clear Creek County representative may serve the Contractor with an immediate notice of default and take prosecution of the work from the Contractor.

Copies of the default notice will also be sent, by certified mail, to the Contractor and the Surety. Upon receiving such notice, the Contractor shall peaceably relinquish possession of said work or in the parts thereof specified in the notice.

The County may, at its option, and at a rental which it considers reasonable, take possession of, and utilize in completing the work, such materials, equipment, tools, and plants as may be on the Project Site until the work is complete.

Neither the County nor its officers, agents or employees shall in any way be liable or accountable to the Contractor or the Surety for the method by which the completion of said work, or any portion thereof, may be accomplished or for the price paid therefore. Should the cost of completing the work be in excess of the original contract price, the Contractor and the Surety shall be held obligated for such excess cost. Should the cost

of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the Contract in default shall the County forfeit the right to recover damages from the Contractor or the Surety for failure to complete the entire Contract. Maintenance of the work shall continue to be the Contractor's Surety's responsibility as provided for by the bond and Warranty of the Contractor.

END OF SECTION REVISION

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REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 630.01 shall include the following:

The Contractor shall submit a traffic control plan to the County and any appropriate agencies for review and approval prior to construction. The plan shall address all phases of construction.

The Contractor shall take all necessary measures to maintain a normal flow of vehicular and pedestrian traffic to prevent accidents and to protect the work throughout the entire project. The Contractor shall make the necessary arrangements to reroute traffic, provide and maintain barriers, panels, guards, barricades, and construction warning and regulatory signs. Detours, street closures, and driveway closures which are required for the protection of the traveling public during construction of this project are included within the scope of traffic control and shall not be paid for separately. It shall be the Contractor's responsibility to maintain roadway traffic safety, adequately, and continuously on all portions of existing roads and cross roads affected by this work. The Contractor shall maintain that portion of the existing roadway being used to carry traffic so that traffic may readily pass over it, including provisions of any requiring temporary pavement markings. Placement and removal of temporary pavement markings shall not be paid for separately, but shall be included in the work for Traffic Control.

To properly move traffic through the construction area, flaggers shall be posted to slow down and reroute traffic. Flaggers are required when workers or equipment intermittently block a traffic lane. Flaggers shall be wearing Class 3 high visibility safety apparel and shall be equipped with a sign paddle.

The Contractor shall notify all private property owners prior to starting any construction that will interfere with access to private driveways.

The Contractor shall be responsible for providing temporary access to all residences and businesses where access is temporarily closed during construction. Temporary access plans shall be prepared by the Contractor and shall be submitted to the County for review and approval prior to starting construction on temporary access. The Contractor shall notify all Property Owners prior to starting construction of temporary access.

The Contractor shall notify all emergency agencies such as police and fire departments including Clear Creek Fire Authority, Clear Creek County Sheriff's Office, and Clear Creek County Emergency Medical Services. It shall be the responsibility of the Contractor to comply with all applicable regulations and requirements established by these agencies. The Contractor shall be liable for any damages that may result from failure to do so. All streets outside of the construction area shall be kept open at all times.

BASIS OF PAYMENT

Subsection 630.17 shall include the following:

The Contractor shall be responsible to ensure that all traffic control devices are functioning properly during non-working hours including holidays and weekends.

The payment of all other traffic control devices as described in the bid schedule will be included in the lump sum payment.

END OF SECTION REVISION

DRAFT

TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a). The components of the TCP for this project are included in the following:

- (1) Subsection 104.04 and Section 630 of the specifications.
- (2) Standard Plan S-630-1, Traffic Controls for Highway Construction, Case 4, 18-20, 24 and Standard Plan S-630-2.
- (3) Schedule of Construction Traffic Control Devices.
- (4) Traffic Control Plans.
- (5) Manual on Uniform Traffic Control Devices (MUTCD).

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

The County may have entered into operating agreements with one or more law enforcement organizations for cooperative activities. Under such agreements, at the sole discretion of the County, law enforcement personnel may enter the work zone for enforcement purposes and may participate in the Contractor's traffic control activities. The responsibility under the Contract for all traffic control resides with the Contractor and any such participation by law enforcement personnel in Contractor traffic control activities will be referenced in either the Special Provisions or General Notes of the plans depending on whether the Contractor is to hire local law enforcement or if the County is contracting with local law enforcement for uniformed traffic control. Nothing in this Contract is intended to create an entitlement, on the part of the Contractor, to the services or participation of the law enforcement organization.

The Contractor shall coordinate the work with adjacent construction projects.

Special Traffic Control Plan requirements for this project are as follows:

- a) During the construction of this project, vehicle and pedestrian traffic shall use the approved detour or other route approved by the Engineer.
- b) The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.
- c) The Contractor shall perform work on the roadway between the hours of 7:00 AM and 6:00 PM, Monday through Friday, and may perform work between the hours of 8:00 AM and 5:00 PM Saturday. No work shall be performed on Sundays or on holidays, unless approved by the Engineer. Work requests beyond normal working hours shall be submitted to the Engineer a minimum of five calendar days prior to the request date.
- d) The Contractor shall maintain access to all roadways, side streets, and business or residential driveways at all times unless otherwise directed by the Engineer.
- e) The costs of maintaining vehicular access will not be paid for separately, unless otherwise provided, but shall be included in the work. Utilization of materials to be incorporated into the work may be permitted. However, any degradation or other

contamination or destruction shall be corrected at the Contractor's expense prior to acceptance.

- f) During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to ensure the safety of vehicular and pedestrian traffic, as detailed in the Contractor's MHT. Excavations or holes shall be filled in or fenced when unattended.
- g) The Contractor shall clean the roadway of all construction debris before opening it to traffic.

All signs and utility appurtenances damaged due to the Contractor operations shall be replaced in kind by the Contractor at no cost to the project.

Traffic control devices in excess of those shown in the plans or in the approved MHT, required by the Contractor to implement the Contractor's schedule or approved alternate phasing plan, shall be included in the lump sum price for Traffic Control.

The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic. The Contractor shall not have construction equipment nor materials in the lanes open to traffic at any time. The Contractor's and employee's vehicles shall be parked in safe places away from active traffic and shall not directly access roadways except at designated locations. If required, the Contractor shall provide suitable transportation to and from work sites for personnel.

All Construction Zone Traffic Control Devices shall be continuously maintained in accordance with Section 630 of the Standard Specifications. The TCS shall establish a set maintenance and cleaning schedule. A copy of the maintenance and cleaning schedule shall be provided to the Engineer.

All costs incidental to the foregoing requirements shall be included in the lump sum price.

END OF SECTION

UTILITIES

Utilities exist within the limits of this project but are not expected to be involved. Utility owner contact info is not known, the Contractor shall determine all owners and coordinate with each owner, as deemed necessary.

The work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in accordance with subsection 105.11 in conducting their respective operations, to complete the utility work with minimum delay to the project.

PART 1 – CONTRACTOR SHALL PERFORM THE WORK LISTED BELOW:

The work listed below shall be performed by the Contractor in accordance with the plans and specifications, and as directed by the Engineer. The Contractor shall keep each utility company advised of any work being done to its facility, so that the utility company can coordinate its inspections for final acceptance of the work with the Engineer.

The Contractor shall contact each utility company a minimum of two weeks, unless otherwise noted, prior to working in the utility companies area so that the utility company can provide an inspector and/or complete any necessary adjustments or relocations.

The Contractor shall hold a preconstruction utility meeting for any utility owner that will be directly impacted by construction and have specific relocation/adjustment requirements listed below. The Contractor shall coordinate and relay anticipated dates that each utility owner will be impacted at this meeting. Two weeks' notice will be required for each owner prior to the project's impact to each utility.

Protect existing facilities.

If a need for utility work by either the Contractor or a Utility Company arises, the following shall apply:

- a) The Contractor shall be responsible for coordinating the adjustment of utilities on this project. The Contractor shall keep each utility company advised of any work being performed in the vicinity of their facilities so that each utility company can coordinate any needed locates, adjustments or inspections. The Contractor shall provide the appropriate utility company ample notice, but not less than two (2) working days, prior to commencing activities in the vicinity of their facilities. If needed, or as directed by the Project Engineer, the Contractor shall provide traffic control for utility work to be coordinated with the project's construction, in accordance with an approved Method of Handling Traffic (MHT). Any additional work performed by the Contractor on behalf of the affected utility company shall not be paid for by the County, but shall be paid by the utility company requiring the work, unless otherwise provided herein, or agreed to in writing by the Project Engineer.

PART 2 – UTILITY OWNERS SHALL PERFORM THE WORK LISTED BELOW:

Utility owners are responsible for obtaining all necessary permits from Clear Creek County, as required.

Where applicable, each utility company shall relocate and adjust their facilities and appurtenances to avoid construction conflicts at no cost to the project.

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) or 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be

located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

GENERAL:

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

END OF SECTION

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