

IDAHO SPRINGS LUMBERYARD DEMOLITION

REQUEST FOR BIDS

Sealed Bids in envelope endorsed, "Lumberyard Site Demolition" will be received by the County of Clear Creek, Colorado ("County") until **2:00 p.m., March 31, 2017**.

A compulsory site inspection will be held at 10:00 a.m. on March 22, 2017.

The extent of the work is approximately as follows:

The County owns a site in Idaho Springs, CO located at 1965 Miner Street, formerly used as a lumberyard. Soda Creek runs through the property and one of the buildings (the former store) is partly built above the creek. The approximately one acre site contains several buildings. The County wants the buildings demolished and the material removed from the site. The land must be left vacant, graded and free of debris.

Bids may not be withdrawn for a period of forty-five (45) days after the time fixed for opening them. The Owner reserves the right to waive irregularities, to waive technical defects, reject any and all bids, and shall award the contract to the lowest responsible bidder as determined by the County, all as the best interest of the County may be served.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS:

Attached hereto and bound herein and all made a part and parcel hereof and herein referred to as the "Contract" are copies of:

- a. Request for Bids
- b. Instructions to Bidders and Bidder's Representation
- c. Demolition Specifications
- d. Unified Form Construction Contract
- e. Notice of Award
- f. Notice to Proceed
- g. Bid

2. DEFINITIONS

- a. OWNER – Clear Creek County, as represented by one of its designated staff or representatives, entering into the Contract to have the work covered by these specifications done in accordance therewith.

b. BIDDER - Each or any of the Persons or Entities making bid for the performance of the work covered by these specifications.

c. CONTRACTOR - The Person or Entity entering into the Contract for the performance of the work covered in these specifications.

d. OWNER'S REPRESENTATIVE – Cindy Dicken, Director of Health & Human Services, Clear Creek County, PO Box 2000, Georgetown, CO 80444, 303-679-2371, cindy.dicken@state.co.us .

e. Other items are defined in the Contract Documents.

3. BIDS:

a. Bids shall be made on the form furnished herein with all items properly filled out. Numerals shall be written in ink and the signature of all persons signing shall be in longhand. Amounts stated in words shall have control over figures. The complete bid shall be without interlineation, alteration or erasure.

b. No modification or alternate bids shall be considered, unless specifically provided elsewhere herein.

c. No oral or telegraphic or facsimile transmitted bids or modifications shall be considered.

**d. Bids must be delivered to
Cindy Dicken
Clear Creek County Director of Health & Human Services
Mail only: PO Box 2000
delivery only: 405 Argentine Street
Georgetown, Colorado 80444.**

4. WITHDRAWAL, AWARD OR REJECTION OF BIDS:

Bids may be withdrawn by the bidder prior to, but not after, the hour set for the opening of the bids. The Contract will be awarded to the lowest responsible bidder complying with the conditions of this "Instructions to Bidders," provided his bid is reasonable and it is in the best interest of the Owner to accept it. The bidder to whom the award is made will be notified in writing at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. An unbalanced bid also may be grounds for rejection; that is, each item of work in the schedule should also carry its own proportion of the cost. The Owner also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, any contracts of a similar nature or the bid of a bidder who is not in a position to perform the contract, or actively prosecute the work to completion within the time period specified. The Owner expressly reserves the right to determine whether or not a bidder is a "responsible bidder" under the terms of this paragraph and the decision of the Owner concerning the same shall be final and conclusive. The bidder may be required to furnish a statement of

qualifications and experience references, and such other information as may be necessary to establish whether the bidder is a "responsible bidder".

5. INTERPRETATIONS:

Each request for interpretation of any of the Contract Documents shall be made in writing and addressed to the Owner's Representative. Each person making the request shall be fully responsible for its delivery to the Owner's Representative. If deemed appropriate by the Owner, a response will be posted on the County's website along with the notice of this request for bids. Oral instructions, interpretations, or representations shall not be binding upon the Owner

6. LAWS

Bidders shall familiarize themselves with the provisions of the laws, rules, regulations, and ordinances – federal, state, county and City – applicable to the work to be undertaken and shall comply therewith. Without limiting the foregoing, this includes environmental laws relating to asbestos and the disposal of materials resulting from demolition.

7. BIDDERS INTEREST IN MORE THAN ONE BID:

If more than one bid is offered by any person or entity, by or in the name of his affiliate, partner, or any other person, all such bids shall be rejected. This shall not prevent a bidder from submitting alternative bids when called for, nor from quoting different prices on different qualities of material or different conditions of delivery. A person who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work, as a subcontractor.

8. AWARD OF CONTRACT:

The Contract will be awarded within forty-five (45) days after the opening of bids unless all bids are rejected. The successful bidder shall be required to execute the Unified Form Construction Contract, furnish bonds if applicable, and furnish the required Certificates of Insurance within five (5) days of date of the Notice of Award to him. Said Certificates of Insurance shall name the Owner as additional insureds.

BIDDER'S REPRESENTATION

By the act of submitting a bid for the proposed contract, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the drawings, specifications and other construction contract documents and have found them complete and free from ambiguities and sufficient for the purpose intended; further that,
2. The Bidder and all workmen, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the construction contract documents bid upon; further that,

3. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including architects, Owner's Representatives or consultants, in assembling the bid figure; and further that,
4. The bid figure is based solely upon the construction contract documents and properly issued written addenda and not upon any other representation by or on behalf of Owner.

DEMOLITION SPECIFICATIONS

PART 1 – GENERAL

1.1 DEMOLITION SCOPE OF WORK

The CONTRACTOR shall provide all equipment, personnel, materials and facilities reasonably necessary to perform the Work. The Work consists of:

- 1.1.1 demolition and removal of the structures, foundations and debris at the Idaho Springs Lumberyard property, located at 1965 Miner Street, Idaho Springs, CO.
- 1.1.2 removal of buried foundations, surface pavements, buried site utilities, etc.
- 1.1.3 all site protection and pollution control appropriate for the Work.
- 1.1.4 site restoration (backfill, grading) following excavation and demolition activities. This also includes backfill all disturbed areas.
- 1.1.5 EXCLUDES a small section of a concrete retaining wall at the South East corner of the lot. This must stay.
- 1.1.6 EXCLUDES the concrete retaining wall (approximately 2+ feet high) that follows Soda Creek Road, however the wooden fence that sits on top of the wall will come down.
- 1.1.7 EXCLUDES the section of wall that is in in front of the Indian Hot Springs Billboard.

The CONTRACTOR is responsible for visiting the site and reviewing existing records to become familiar with and determine the size and configuration of the structures, buried foundations, debris, etc. to be demolished and removed.

1.2 HAZARDOUS MATERIALS

Some of the buildings had regulated materials. Abatement of identified regulated materials has been completed. CONTRACTOR shall stop work if it encounters suspected regulated materials so COUNTY can have it identified and, if necessary, abated.

1.3 DAMAGES:

The CONTRACTOR shall preserve all surrounding buildings and property. CONTRACTOR should note the proximity of surrounding buildings. Any

damage to surrounding buildings or property will be repaired by the CONTRACTOR at his expense.

1.4 HOURS OF OPERATION

CONTRACTOR shall limit hours of operation to Monday through Saturday during the hours of 8:00 a.m. to 5:00 p.m. Special hours of operation outside the normal hours must be approved by the COUNTY.

1.5 NOISE

CONTRACTOR shall limit noise pollution at all times to prevent objectionable conditions.

1.6 SUBMITTALS

1.6.1 Schedule of Building Demolition Activities: Detailed sequence of the Work, with starting and ending dates for each activity is due within 14 calendar days after mutual execution of the contract. It is subject to COUNTY'S approval.

1.6.2 Plan for dust, noise, water and other pollution controls is due within 14 calendar days after mutual execution of the contract. It is subject to COUNTY'S approval.

1.7 COMPLIANCE WITH ALL LAWS

1.7.1 Regulatory Requirements: CONTRACTOR is responsible for knowing and complying with all federal, state and local laws, rules, regulations and ordinances applicable to all elements of the Work.

1.7.2 Conflicts: In the event of conflict between these specifications and the requirements of any permit or of any federal, state or local law, rule, regulation, or ordinance, the Contractor will follow the most demanding of them.

1.8 COORDINATION

1.8.1 To the extent that there are third parties involved with the Work, CONTRACTOR shall coordinate the schedule of all of the Work.

PART 2 – PRODUCTS

2.1 UTILITIES

- 2.1.1 The CONTRACTOR shall furnish his own source of electricity, fuel, and water required to perform the work, and shall bear the cost of these services.

PART 3 – PERFORMANCE

3.1 PRE-DEMOLITION ACTIVITIES

- 3.1.1 Coordinate demolition schedule and extent with all trades, utilities, the City of Idaho Springs, and the COUNTY before starting work.
- 3.1.2 Survey the condition of each structure to determine whether removing any elements might result in unplanned collapse of construction being demolished.
- 3.1.3 Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- 3.1.4 Ensure safe passage of people around demolition area. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
- 3.1.5 Locate, identify, disconnect, and seal or cap off utilities serving the Lumberyard property. Locate, identify and protect utility lines serving other properties.
 - A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
 - B. Do not disrupt public utilities without permit from authority having jurisdiction.
- 3.1.6 Permits: CONTRACTOR is responsible for obtaining and paying for all permits and inspections required by any government having jurisdiction over any aspect of the Work and by all utilities.
- 3.1.7 Soda Creek: Soda Creek runs through the property. The creek must be protected from erosion and debris in accordance with construction industry best practices and in compliance with all applicable laws.

3.2 DEMOLITION, GENERAL

- 3.2.1 Demolish the structures completely. Demolition shall be performed by any practicable method consistent with the integrity and protection of the work and neighboring structures, workers, and public.
- 3.2.2 Use methods required to complete the work within limitations of governing regulations and as follows:
- A. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame- cutting operations.
 - B. Maintain fire watch during and for at least 2 hours after flame cutting operations.
 - C. Maintain adequate ventilation when using cutting torches.
 - D. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - E. Use of explosives is not permitted.
 - F. Cease work during high winds which create a risk of air pollution that cannot be managed with watering.
- 3.2.3 Monitoring: During demolition, monitor to detect hazards that may result from building demolition activities.
- 3.2.4 As appropriate, use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may create hazardous or objectionable condition, such as ice, flooding, and pollution.
- 3.2.5 Conduct demolition operations to prevent injury to people and damage to adjacent properties and structures.
- 3.2.6 Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, and walkways.
- A. Do not close or obstruct streets, walks, or walkways without permission from COUNTY and the authorities having jurisdiction. Provide traffic control and alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.3 DEMOLITION BY MECHANICAL MEANS

- 3.3.1 Proceed with demolition of the structures systematically.
- 3.3.2 Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - A. Remove below-grade construction, including basements, foundation walls, and footings, completely, unless otherwise stated by the COUNTY.
- 3.3.3 Existing Utilities: Demolish and remove existing utilities and below-grade utility structures servicing this property back to utility shutoff valve.
- 3.3.4 Pavement and Walks: Cut and remove from the work area all pavement to a maximum depth of three (3) feet below grade. Cutting of concrete pavement, where permitted, shall be done with a concrete saw. Care shall be taken during demolition operation as to not cave the banks or undermine remaining pavement. Upon pavement removal, the areas will be compacted and filled in to grade.
- 3.3.5 CONTRACTOR shall backfill trenching required for removal of underground conduits and cables.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- 3.4.1 Demolished materials shall become the CONTRACTOR'S property and shall be removed from the site with further disposition at the CONTRACTOR'S option.
- 3.4.2 Remove demolition waste materials from Project site. If taken to a landfill, use an EPA-approved landfill acceptable to authorities having jurisdiction.
 - A. Do not allow demolished materials to accumulate onsite.
 - B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- 3.4.3 Do not burn demolished materials on-site.
- 3.4.4 Transport vehicles that are leaking or spilling material shall not be allowed to leave the site.
- 3.4.5 All transport vehicles shall be in strict conformance with all the applicable Federal, State, and local laws.

3.4.6 All disposal shall conform to federal, state, and local government laws, rules and regulations.

3.5 SPILLS

The CONTRACTOR shall be responsible for cleaning up all leaks and spills from containers and other items onsite or offsite. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. The CONTRACTOR shall notify the COUNTY and appropriate governmental authorities of the incident. Cleanup shall be in accordance with applicable federal, state, and local laws, rules and regulations at no additional costs to the COUNTY.

3.6 ACCUMULATED WATER

The CONTRACTOR shall be responsible for removing, transporting, and disposing of any water that has accumulated on-site, if deemed necessary by the COUNTY.

PART 4—EARTHWORK

4.1 BACKFILL MATERIAL

Where backfill is required, materials such as soft clay, muck, vegetable matter, refuse and other objectionable and non-packing earth shall be excluded from the backfill and removed from the site. No rock or similar irreducible material with a maximum dimension greater than 24 inches (610 mm) shall be buried or placed in fills.

There is a large berm on the corner of Soda Creek and Miner that is being held in place by the same concrete retaining wall. The berm may be used to backfill areas that need dirt after concrete slabs have been removed if the berm material is determined to be suitable.

4.2 GENERAL EXCAVATION

4.2.1 Foreign material or unsuitable foundation material encountered such as wood, boulders, etc. shall be removed. Such materials found at the bottom of the excavation shall be removed prior to the completion of excavation and demolition activities.

4.2.2 Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations.

- 4.2.3 All excavation areas shall be kept dry during the work. Where water is encountered in the excavation, it shall be removed by pumping to a discharge point approved by the COUNTY.
- 4.2.4 Temporary Shoring: If necessary, provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished. Strengthen or add new supports when required during progress of demolition.
- 4.2.5 Pavement: All paved areas and/or walkways shall be excavated completely to a maximum depth of three (3) feet below grade. Upon pavement removal, the areas will be compacted and filled in to grade.

4.3 COMPACTION

All fills shall be compacted to a minimum of 90 percent of modified proctor in accordance with ASTM D 1557.

PART 5—SITE RESTORATION

- 5.1 Prior to application, all materials used to restore disturbed areas to match existing ground surfaces shall be inspected and approved by the COUNTY.
- 5.2 The CONTRACTOR shall uniformly rough grade areas of demolished construction to a smooth surface, free from irregular surface changes and provide a smooth transition between adjacent existing grades and new grades.
- 5.3 Grade all surfaces for effective drainage, provide a 2 percent minimum slope except as otherwise directed.
- 5.4 Slope grades to direct water to prevent ponds from forming where not intended.
- 5.5 Surplus excavated material shall be disposed of by the CONTRACTOR. Culverts, drains, sewers and appurtenances filled or damaged by the CONTRACTOR shall be cleaned, repaired, or replaced at his expense.
- 5.6 The CONTRACTOR shall remove excess dirt and other construction material from the site of the work and leave the site vacant, graded and free of debris.
- 5.7 Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
- 5.8 The final condition of the sites shall be subject to the approval of the COUNTY and the governmental body having jurisdiction over the site.

UNIFIED-FORM CONSTRUCTION CONTRACT
Project Name

THIS Contract is made **March** ____, 20__ , between Clear Creek County, Colorado, a body corporate and politic acting by and through its Board of County Commissioners (“County”), and _____ (“Contractor”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, County and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall, in a good and workmanlike manner and at its own cost and expense, furnish all labor, materials and equipment and do all work necessary and incidental to performing -----**Project Name**----- (“Project”) as specified in the Contract Documents (“Work”). Contractor shall perform the Work in strict accordance with the Contract Documents.

Contractor is required to have a competent superintendent (by whatever title), authorized to act on behalf of the Contractor, who will be on the project at all times. Contractor shall provide County the name and contact information for the superintendent. Contractor’s superintendent must be on the project when subcontractors are working, even if the Contractor is not performing work with its own forces. A superintendent who is not competent should be removed from the project. The superintendent is responsible for all subcontractors and suppliers and must schedule and control their respective operations.

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between County and Contractor, consist of this Contract and Invitation for Bids, Bid, Demolition Specifications, Notice of Award, Notice to Proceed, and any modifications, change orders or other such revisions properly authorized after the execution of this Contract.

Section 3. Price. County shall pay Contractor for the performance of the Work and completion of the Project the sum _____ (“Contract Price”). The funds appropriated for this Project are equal to or in excess of the Contract Price.

Section 4. Changes to Contract Price. The Contract Price may be changed only by a written change order executed by both parties. Pursuant to the provisions §24-91-103.6, C.R.S., and notwithstanding anything to the contrary contained elsewhere in the Contract Documents, no change order or other form of order or directive by County, and no amendment to this Contract, requiring additional compensable work to be performed which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, shall be of any force or effect unless accompanied by a written assurance by County 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 Contract. Further pursuant to §24-91-103.6, C.R.S., any form of order or directive by the County requiring additional compensable work to be performed shall contain a clause that requires the County to reimburse the Contractor for the Contractor’s costs on a periodic basis for all additional directed work performed until a change order is finalized, but periodic reimbursement shall not be required before the Contractor has submitted an estimate of cost for the additional compensable work to be performed.

Section 5. Commencement and Completion of Performance. Contractor shall commence the Work within seven calendar days after the County gives its Notice to Proceed, and will complete the Work not later than [REDACTED]. The dates of beginning and for completing the Work are essential conditions of this Contract. In the event Contractor fails to timely commence or timely complete the Work, County may take over the Work and prosecute the same to completion. Contractor shall proceed with the Work at such rate of progress to insure full completion within the contract time. If Contractor fails to complete the Work within the contract time, or extension of time granted by the County, then Contractor shall pay to County, as liquidated damages and not as penalty, the sum of [REDACTED] none [REDACTED] dollars (\$ [REDACTED]-0-[REDACTED]) for each calendar day that Contractor is in default. If Contractor promptly gives County notice of delays in the performance of the Work due to unforeseeable causes beyond the control and without the fault of Contractor from unforeseen conditions, acts of God or of the public enemy, acts of County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and County agrees, the completion date will be extended for the delay period, which will be Contractor's sole remedy for the delay.

Section 6. Times and Methods of Payment.

A. Progress Payments: County will make monthly progress payments on account of the Contract Price on the basis of Contractor's applications for payments. All progress payments will be on the basis of the progress of the Work. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of the invoice.

B. Retainage Withheld Against Progress Payments: Before final completion, progress payments will be in an amount equal to 95% of the value of the Work (including materials delivered to and suitably stored at the work site or for the project) which has been satisfactorily completed, as provided in §24-91-103, CRS.

C. Final Payment: Upon final completion and acceptance by County, County will pay the remainder of the Contract Price. If applicable, the final payment shall not be made until after final settlement of this Contract has been duly advertised by publication of notice thereof at least twice in a public newspaper of general circulation published in Clear Creek County, the Board of County Commissioners has held a public hearing thereon, and County has complied with the requirements of §38-26-107, CRS.

Section 7. Final Acceptance.

A. Final Acceptance, When, and Effect on Warranties: Final acceptance of the Project shall follow inspection and approval of Contractor's performance by County, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements. County's determination of the acceptability of Contractor's performance for conformity with this Contract shall be conclusive and binding upon Contractor. Final acceptance by the County is subject to the provisions of this Contract, and in no manner affects or releases any warranties by Contractor, manufacturers of Project equipment or suppliers of Project materials.

B. Project Must be Claim Free for Final Acceptance: The Project, when presented to County for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled

at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by County and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor.

Section 8. Contractor's Obligations Are Absolute. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. Neither the recommendation of any progress or final payment nor the payment by County to Contractor, nor any use or occupancy of the Work or any part thereof by County, nor any act of acceptance by County, nor any correction of defective Work by County, shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

Section 9. Contractor's Representations.
In order to induce County to enter into this Contract Contractor makes the following representations:

- A. Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.
- B. Contractor has made, or caused to be made, examinations, investigations, and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are, or will be required by Contractor for such purposes.
- C. The contract time for the completion of the Work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work during the period the Work is to be performed.

Section 10. Bonds. If the Contract Price exceeds Fifty Thousand Dollars, Contractor shall deliver to the County both a labor and materials payment bond and a performance bond securing the performance of the Work and Contractor's payment therefor (§§38-26-105, 106, CRS). Bonds required by this Contract shall be issued in a penal sum not less than 100% of the Contract Price by sureties licensed to do business in Colorado. All bonds shall be in forms satisfactory to Owner, and be executed by such sureties as (a) are licensed to conduct business in Colorado, and (b) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service Bureau of the U.S. Treasury Department. The bonds shall remain in effect at least until two (2) years after the date of final payment, except as otherwise provided by law, and except that the performance bond shall remain in effect until the later of two (2) years after (a) the date of final payment or (b) the expiration of the warranty period. The bonds (and original powers of attorney, if applicable) shall be delivered before Contractor may commence the Work; and County shall have no liability

or obligation hereunder unless and until the bonds have been so delivered. The bonds shall be valid for at least two years after completion of the Work.

Section 11. Insurance.

A. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. The insurance shall be obtained from insurers acceptable to the County who are licensed to do insurance business in Colorado, and in forms acceptable to the County. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor under this Contract.

1. **Workers' Compensation and Employer's Liability Insurance:** Workers' Compensation must be maintained as required by law. Employer's Liability is required for minimum limits of \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee.
2. **Commercial General Liability Insurance,** including broad form property damage (including products and completed operations) for all damages arising out of injury to or destruction of property, including the County's property, with a limit of liability of not less than two million dollars (\$2,000,000) combined single limit per occurrence.
3. **Protective Liability and Property Damage Insurance** covering the liability of County, including any employee, officer or agent of County, with respect to all operations under the Contract by the Contractor or his subcontractors.
4. **Comprehensive Automobile Liability Insurance** with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services.

B. Certificates of insurance acceptable to the County shall be delivered to County before commencement of the Work. These certificates must contain provisions naming the County as an additional insured (except as to worker's compensation) and that coverage afforded under the policies will not be cancelled or terminated until at least thirty days prior written notice has been given County. Contractor shall not permit any of his subcontractors to start Work until all required insurance have been obtained and certificates with the proper endorsements have been delivered to County; and County shall have no liability or obligation hereunder unless and until the certificates have been so delivered. . Failure of Contractor to comply with the foregoing insurance requirements shall in no way waive County's rights hereunder.

C. The insurance provided by Contractor shall be primary to insurance carried by County.

D. All policies shall contain waiver of subrogation and rights of recovery against County.

Section 12. Indemnification. Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless County, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is

attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, Contractor's employees, subcontractors or anyone else employed directly or indirectly by Contractor, Contractor's employees or subcontractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of Contractor, or at the option of County, Contractor agrees to pay County or reimburse County for defense costs incurred by County in connection with any such liability, claims, or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with §13-21-111.5(6), CRS, and shall be read as broadly as permitted to satisfy that intent. Nothing in this indemnification agreement shall be construed in any way to be a waiver of County's immunity protection under the Colorado Governmental Immunity Act, § 24-10-101, et seq., CRS.

Section 13. Protection of the Work. Contractor shall be solely responsible for the protection of the Work until its final acceptance by County. Contractor shall have no claim against County because of any damage or loss to the Work, and shall be responsible for the complete restoration of damaged Work to its original condition. In the event Contractor's Work is damaged by another party, not under his supervision or control, Contractor shall make his claim directly with the party involved. If a conflict or disagreement develops between Contractor and another party concerning the responsibility for damage or loss to Contractor's Work, such conflict shall not be cause for delay in Contractor's restoration of the damaged Work.

Section 14. Taxes, Licenses, Permits and Regulations.

A. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by County. County shall assist Contractor to determine which licenses and permits are required for completion of the Project.

B. County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the Work. Accordingly, taxes for which County is exempt shall not be included in the Contract Price. County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor shall take all steps reasonably necessary to implement County's tax exemption.

C. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project.

Section 15. Colorado Labor. Contractor shall comply with §8-17-101 et seq., CRS. 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.

Section 16. Warranties.

A. Contractor warrants that all Work furnished under the Contract is free from defects in workmanship for a period of one year after final acceptance by County, and that materials and equipment furnished under the Contract will be new and of good quality. Contractor shall remedy or replace all defects at Contractor's expense, and at no expense to County. Should Contractor fail to proceed promptly in accordance with this warranty, County may have such work performed at Contractor's expense. This section does not relieve Contractor from liability for defects in workmanship which become known after one year.

B. Contractor will diligently assist County in applying for, and repairing or replacing, those materials covered under manufacturer's warranties.

Section 17. Clean-Up. Contractor shall keep the premises/work site and surrounding area free from accumulation of debris and trash related to the Work. Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the Work. Upon completion of the Work and prior to final inspection, Contractor shall remove from the construction site all refuse, unused materials, and any other materials belonging to Contractor or subcontractors. Failure of the Contractor to clean and restore the site satisfactorily will result in the County doing so, and the cost will be charged to the account of Contractor.

Section 18. Equal Employment Opportunity. Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, §24-34-401, et seq., CRS, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. In all solicitations by Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, Contractor shall notify each potential subcontractor of Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

Section 19. Termination. The performance of the Work may be terminated at any time in whole, or in part, by County for its convenience. Any such termination shall be effected by delivery to Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the Work is terminated and the date upon which termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by County, Contractor shall, in good faith, and to the best of its ability, do all things necessary, in implementation thereof, to assure the efficient, proper closeout of the terminated Work (including the protection of County's property). In the event of such termination, there shall be an equitable reduction of the Contract Price to reflect the reduction in the Work and no cost incurred after the effective date of the Notice of Termination shall be treated as a reimbursable cost unless it relates to carrying out the unterminated portion of the Work or taking closeout measures.

Section 20. Independent Contractor.

A. Contractor is an independent contractor for all purposes in performing under this Contract; Contractor and its agents and employees are not agents or employees of County for any purpose. Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

B. **If Contractor is not a legal entity, Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from County, its elected officials, agents, or any program administered or funded by County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

Section 21. Limitation on County's Obligations (TABOR). The other provisions of this Contract notwithstanding, County shall have no obligations under this Contract for any Work performed or any financial obligation payable after December 31 of the current fiscal year except pursuant to a lawful appropriation therefor adopted as provided in the Colorado Local Government Budget Law.

Section 22. Notice. Any notice and all written communications required under this Agreement shall be (i) personally delivered, (ii) mailed in the United States mails, first class postage prepaid, or (iii) transmitted by facsimile machine together with a hard copy conveyed by delivery or mail, to the appropriate party at the following addresses:

To Contractor:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
telephone: [Redacted]
fax: [Redacted]
e-mail: [Redacted]

To County:

Keith Montag
Clear Creek County Manager
Clear Creek County
P.O. Box 2000
Georgetown, CO 80444
telephone: 303-679-2490
fax: 303-679-2440
e-mail: kmontag@co.clear-creek.co.us

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

Section 23. Parties' Representatives. County's representative for coordinating the Work with Contractor is [Redacted], tel. [Redacted], e-mail [Redacted]. Contractor's representative for coordinating the Work with County is [Redacted], tel. [Redacted], e-mail

_____ . These representatives can be replaced with notice to the other party.

Section 24. Assignment. Contractor shall not assign any interest in this Contract to any person or entity without the prior written consent of County. Subject to County's consent, the terms of this Contract shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 25. Third Party Beneficiaries. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to County and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Section 26. Amendment. No amendment, modification, or alteration of this Contract shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 27. Severability. If any provision of this Contract shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract.

Section 28. Waiver. No waiver by either party of any right, term or condition of this Contract shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Contract.

Section 29. Counterparts. This Contract may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 30. Entirety. This Contract constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by, this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

CLEAR CREEK COUNTY, COLORADO, by and through its Board of County Commissioners:

By: _____
_____, Chairman

CONTRACTOR:

By: _____

Name: _____

Title: _____

NOTE: If Section 20.B applies to this contract, the CONTRACTOR MUST have its execution of this contract notarized.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 20 , by _____ as the
_____ of _____.

My commission expires: _____

(S E A L)

Notary Public

NOTICE OF AWARD

Idaho Springs Lumberyard Demolition

_____, 2016

TO:

The Owner, having duly considered the Bid submitted on _____, 2016, for the work covered by the Contract Documents, in the amount of _____, and it appearing that your Bid is fair, equitable and in the best interest of the Owner, the Bid is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the Contract and Performance and Payment Bonds (if required) in two counterparts within ten (10) consecutive calendar days from and including the date of this Notice of Award.

In addition, you are requested to furnish at the same time five Certificates of Insurance evidencing compliance with the requirements for insurance as stated in the Contract Documents.

County of Clear Creek, Colorado, Owner

By: _____

Title: _____

NOTICE TO PROCEED

Idaho Springs Lumberyard Demolition

_____, 2016

TO: _____

You are hereby authorized to proceed on this date, _____, 2016, or within ten (10) consecutive calendar days hereafter, with the work covered by the Contract Documents. You are to complete the work within **XXXXXX** calendar days thereafter. The date of completion therefore is **XXXXXX**.

You are to notify the Owner's Representative 48 hours before starting work.

County of Clear Creek, Colorado, Owner

By: _____

Title: _____

BID

TO: Cindy Dicken
Clear Creek County Director of Health & Human Services
Mail only: PO Box 2000
delivery only: 405 Argentine Street
Georgetown, Colorado 80444

The undersigned hereby agrees that he will enter in and perform the Contract attached hereto, of which this Bid forms a part, and will do the construction therein described, on the terms and conditions therein set forth, and furnish all the labor, materials, tools, equipment, transportation and services for said construction in strict conformity with the drawings and specifications and all the Contract Documents, and any Addenda to any part thereof, which the undersigned proposed to execute at the price set opposite each item.

The undersigned has examined the location of the proposed work, and is familiar with the Drawings and Specifications and all Contract Documents related thereto, and the local conditions including surface and sub-surface conditions at the place where work is to be done, and has included in this bid a sum to cover the cost of all items necessary to complete the Contract. The making of a bid creates a conclusive presumption that all things and actions required by this Proposal have been done by the Contractor and constitutes a declaration by the Contractor to that effect. The undersigned certifies further that he has the technical ability and experience to perform the work at the total price set forth in this Bid.

The undersigned agrees to submit, if requested, a statement of facts in detail as to his financial condition, technical ability and experience in construction work, and a list of construction equipment which he owns or has under his control and is available for immediate use under this Contract.

The undersigned has checked carefully all submitted figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making his bid, or in his failing to obtain before bid, a proper interpretation from the Owner's Representative of any inconsistencies or ambiguities in plans and specifications or the Contract Documents.

Unless otherwise required by law, the undersigned agrees that the Owner has the right to hold all bids received for a period of forty-five days after date of opening thereof.

The following addenda have been received, signed, and are hereto attached:

BID SCHEDULE

IDAHO SPRINGS LUMBERYARD DEMOLITION

Item No.	Estimated Quantity	Unit	Description and Unit Price Written in Words	Unit Price	Total Price
1	1		Mobilization, Site Preparation, Demolition, Site Restoration, Disposal of debris	\$	\$
2					
3					
4					
5					
6					
7					
8					
9					
10					

TOTAL FOR BID ITEMS 1 THROUGH 10

_____ (WRITTEN IN WORDS)

\$ _____ (IN FIGURES)

SCHEDULE:

NUMBER OF DAYS REQUIRED TO COMPLETE THE WORK: _____

CONTRACTOR

X _____

BY _____ TITLE _____

_____ BUSINESS ADDRESS CITY

_____ STATE ZIP

_____ TELEPHONE NUMBER EMAIL DATE