

SUMMIT COUNTY GOVERNMENT

2019 SWAN MOUNTAIN ROAD PATHWAY IMPROVEMENTS

Summit County Project Number OST 19-001



Acknowledgement of Contract Documents

By means of this Acknowledgement of Contract Documents (“Acknowledgement”), dated this _____ day of _____, 2019, Summit County and Bidder hereby acknowledge and incorporate all Contract Documents contained in the attached, bound copy of “**2019 Swan Mountain Road Pathway Improvements**”, attached herewith, to be integrated together as the controlling and guiding documents in the execution and administration of the subject **2019 Swan Mountain Road Pathway Improvements** (“Project”). Accordingly, parties do hereby incorporate and adopt all attached addenda, specifications, forms, and other elements of said Contract Documents into their execution and adoption of the Contract for the project in its entirety.

Parties hereto further agree and assent that time is to be of the absolute essence in the execution of the project, and agree to follow the procedures for written change orders, modifications to the project, and other such procedures as outlined in the Contract Documents for any items that may affect the set guaranteed price as delineated in the Contract Documents.

This Acknowledgement is entered into as of the day and year first written above.

SUMMIT COUNTY GOVERNMENT

CONTRACTOR

BY: _____
(SIGNATURE)

BY: _____
(SIGNATURE)

County Manager
P.O. Box 68
Breckenridge, CO 80424

TITLE: _____
ADDRESS: _____

CONTRACT DOCUMENTS
FOR
2019 Swan Mountain Road Pathway Improvements
Summit County Project Number OST 19-001

OWNER: SUMMIT COUNTY GOVERNMENT
OPEN SPACE AND TRAILS DEPARTMENT
PO BOX 5660
FRISCO, COLORADO 80443

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**SUMMIT COUNTY GOVERNMENT
SUMMIT COUNTY, COLORADO
INVITATION TO BID**

Summit County Government is receiving sealed Bids for Summit County Project Number **OST 19-001 2019 Swan Mountain Road pathway Improvements**. This project includes the following items of work:

- **Mobilization**
- **Traffic Control**
- **Erosion Control**
- **Milling of Existing Asphalt path**
- **Import of Embankment Material (Complete in Place)**
- **Existing Pathway Re-Grading and Reconditioning**
- **Guardrail Removal and Replacement**
- **Concrete Placement**
- **Recycled Aggregate Base Course**
- **Hot Mix Asphalt (Grading SX) (58-28)**
- **Pavement Marking and Signage**
- **Re-vegetation**

Said sealed bids will be received at the office of the Summit County Open Space and Trails Department, 0037 SCR 1005, Peak One Drive, Frisco, Colorado until **10:00 AM MST** (our time) on **Friday, February 22th, 2019**.

A Pre-Bid meeting will be held on February 12th, 2019 at 11:00 AM MST at the project site on Swan Mountain Road. Interested parties are asked to meet at the parking lot of the Breckenridge Sanitation District Treatment Plant adjacent to the site.

At said time and place, all bids that have been duly received will be publicly opened and read aloud. The Contract will be awarded to the lowest responsible bidder who best meets the requirements of Summit County and the public interest.

All bids shall be accompanied by bid guarantee in the amount of five percent (5%) of the base proposal bid. The bid guarantee shall be acceptable and payable without exception to Summit County with a certified check, cashiers check or bid bond.

Bona fide bidders may obtain copies of the Contract Documents at the office of the Summit County Open Space and Trails Department, 0037 SCR 1005, Peak One Drive, Frisco, Colorado.

The Summit County Board of County Commissioners reserves the right to reject any or all bids, to waive irregularities or informalities, and to conduct such investigations or negotiations as it deems necessary to select the most responsible and responsive bid.

Representatives of the Summit County Open Space and Trails and Ten Mile Engineering, Inc. are available to discuss the project and answer questions.

For additional information, please go to www.summitcountyco.gov or email Jason Lederer at Jason.Lederer@SummitCountyCO.gov You may also contact Jason at (970) 668-4213, however official questions will need to be submitted in writing.

BY: Brian Lorch, Director
Summit County Open Space and Trails Department

**SUMMIT COUNTY, GOVERNMENT
SUMMIT COUNTY, COLORADO
INFORMATION FOR BIDDERS**

Bids will be received by Summit County Government (herein called SUMMIT COUNTY), at the office of the Summit County Open Space and Trails Department, 0037 Peak One Drive, SCR 1005, Frisco, Colorado until **10:00 AM MST** (our time) on **Friday, February 22th, 2019**, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to, "Contract Administrator". Each sealed envelope containing a Bid must be plainly marked on the outside as a Bid for:

**Summit County Project Number OST 19-001
2019 Swan Mountain Road Pathway Improvements**

The envelope should bear on the outside the name of the Bidder and his address. If forwarded by mail, the sealed envelope containing the Bid, must be enclosed in another envelope addressed to the Contract Administrator, Jason Lederer P.O. Box 5660, Frisco, Colorado 80443.

All Bids must be made on the required Bid form. All blank spaces for Bid Prices must be filled in, in black ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

A Pre-Bid meeting will be held on February 12th, 2019 at 11:00 AM MST at the project site on Swan Mountain Road. Interested parties are asked to meet at the parking lot of the Breckenridge Sanitation District Treatment Plant adjacent to the site.

Bidders must complete the **Contractor's Acceptance or Rejection of Asphalt Cement Price Adjustment** form on page number 67, and attach to Bid Form.

Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between SUMMIT COUNTY and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the plans and specifications including the Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done. Any inconsistencies, ambiguities, errors or omissions found in the Contract Documents shall be brought to the attention of Summit County prior to submitting a bid, or else shall be deemed waived and accepted by the Bidder.

SUMMIT COUNTY shall provide to Bidders prior to Bidding, all information that is pertinent to, and delineates and describes the land owned and rights-of-way acquired or to be acquired.

Contract Documents are currently subject to review by the SUMMIT COUNTY attorney's office.

The Contract Documents in this bid package must be agreeable to Bidder and such documents contain the provisions required for the construction of the Project. Information otherwise obtained from an officer, agent or employee of the SUMMIT COUNTY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the Contract.

A Bid Bond, payable to Summit County, must accompany each Bid. The Bid Bond shall be equivalent to five (5) percent of the total amount of the Bid. As soon as the Bid prices have been compared, SUMMIT

COUNTY will return the Bonds of all except the three (3) lowest responsible Bidders. A notice of award will be issued to the successful bidder. When the Agreement is executed with the successful bidder, the Bond of the two (2) remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check payable to SUMMIT COUNTY for five (5) percent of the total amount of the Bid may be used in lieu of a Bid Bond.

A Performance Bond and a Labor and Materials Bond, each in the amount of one hundred (100) percent of the Contract Price, with a corporate surety approved by SUMMIT COUNTY, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Labor and Material Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Labor and Material Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, Bond forms and **NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR** form. In case the Bidder fails to execute the Agreement, SUMMIT COUNTY reserves the right to exercise its option to consider the Bidder in default, in which case Summit County shall retain the Bid Bond as liquidated damages.

Within fifteen (15) calendar days of receipt of acceptable Performance Bond, Labor and Material Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, SUMMIT COUNTY will sign the Agreement and return to such party an executed duplicate of the Agreement. Should SUMMIT COUNTY not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by SUMMIT COUNTY.

Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by SUMMIT COUNTY. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between SUMMIT COUNTY and the Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

SUMMIT COUNTY may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish to SUMMIT COUNTY all such information and data for this purpose as SUMMIT COUNTY may request. SUMMIT COUNTY reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy SUMMIT COUNTY's subjective expectation that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

SUMMIT COUNTY reserves the right to reject any or all Bids, and to waive irregularities or informalities when such action is deemed to be in the best interest of SUMMIT COUNTY.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to accomplish any of the foregoing requirements shall in no way relieve any Bidder from any obligation in respect to his Bid.

The successful Bidder shall supply the names and addresses of all material suppliers and subcontractors connected with the Bid, when requested to do so by SUMMIT COUNTY.

Left Blank Intentionally

**SUMMIT COUNTY GOVERNMENT
SUMMIT COUNTY, COLORADO**

BID

Proposal of _____ (hereinafter called "Bidder"), organized and existing under laws of the State of Colorado, doing business as [] a corporation, [] a partnership, [] an individual, to SUMMIT COUNTY GOVERNMENT (hereinafter called "SUMMIT COUNTY").

In compliance with your Invitation for Bids and Information for Bidders, Bidder hereby proposes to perform all Work for the construction of **OST 19-001, 2019 Swan Mountain Road Pathway Improvements**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any Competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project by June 30, 2019. Bidder further agrees to pay as liquidated damages, the amount specified in the schedule of liquidated damages, Section 108.8 of the General Conditions, for each consecutive calendar day after the completion date when the project is not complete as provided in the Standard Form of Agreement and in Section 108 of the General Conditions.

Bidder acknowledges receipt of the following addenda

1. Addendum No. 1 -
2. Addendum No. 2 -
3. Addendum No. 3 -

Bidder agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices: (see attachment No. 1)

TOTAL OF BID: _____ (in words)

TOTAL OF BID: \$ _____

LUMP SUM PRICE: (if applicable) \$ _____

BIDDER: _____

BY: _____

TITLE: _____

DATE: _____

ADDRESS: _____

SEAL (if Bid is by a corporation)

ATTEST: _____

Summit County Open Space and Trails – 2019 Swan Mountain Pathway Improvements Bid Schedule

Bid Item No.	Bid Item	Estimated Quantity	Unit Of Measurement	Unit Price	Total Bid Item Amount (Numbers)	Total Bid Item Amount (Words)
1	Mobilization	1	Lump Sum (LS)			
2	Traffic Control – Signage, Barrels, Cones, Misc.	1	Lump Sum (LS)			
3	Sawcut Existing Asphalt	462	Linear Feet (LF)			
4	Demolition/Asphalt Removal	1	Lump Sum (LS)			
5	Mill Existing Asphalt	380	Square Yard(SY)			
6	Clear, Grub and Prep Existing Ground for Path	1	Lump Sum (LS)			
7	Regrade Existing UBSD Entrance	1	Lump Sum (LS)			
8	Adjust Existing Sewer Manhole RIM	1	Lump Sum (LS)			
9	Step Joint	375	Linear Feet (LF)			
10	Import Fill	180	Cubic Yard (CY)			
11	Hot Mix Asphalt (Grading SX) (58-28)-Path	302	Ton (TN)			
12	Hot Mix Asphalt (Grading SX) (58-28)-Overlay	345	Ton (TN)			
13	RAP-Recycled Asphalt Base Course	235	Ton (TN)			
14	Concrete Paving – 2' Curb and Gutter	177	Linear Feet (LF)			
15	Concrete Paving – 3' Pan	25	Linear Feet (LF)			
16	Revegetation	1500	Square Feet (SF)			
17	2' RAP Shoulder	375	Linear Feet (LF)			
18	Erosion Control	950	Lump Sum (LS)			
19	Rumble Strip	1	Linear Feet (LF)			
20	Signs	14	Each (EA)			
21	Pavement Marking - Sharrow	10	Each (EA)			
22	Pavement Marking – Double Yellow Line	940	Each (EA)			
23	Pavement Marking – 4" White Line	1880	Linear Feet (LF)			
24	Pavement Marking – 12" White Line	650	Linear Feet (LF)			
25	Asphalt Pavement Coating Application	5750	Square Feet (SF)			
	ALTERNATE BID ITEMS					
A	Remove and Replace Existing Guardrail with Jersey Barriers	1	Lump Sum (LS)			

Dated: JANUARY 29, 2019

TO:

ADDRESS:

PROJECT: **OST 19-001**

CONTRACT FOR: **2019 Swan Mountain Road Pathway Improvements:**

You are notified that your Bid dated **1/29/19**, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the **2019 Swan Mountain Road Pathway Improvements**.

- **Mobilization**
- **Traffic Control**
- **Erosion Control**
- **Demolition of Existing Asphalt path**
- **Import of Embankment Material (Complete in Place)**
- **Export of Cut Material**
- **Existing Pathway Re-Grading and Reconditioning**
- **Guardrail Removal and Replacement**
- **Concrete Placement**
- **Recycled Aggregate Base Course**
- **Hot Mix Asphalt (Grading SX) (58-28)**
- **Drainage improvements (Inlet and Culvert)**
- **Re-vegetation**
- **Relocation of Existing Security Fence**

The Contract Price of your contract is: \$

3 copies of each of the proposed Contract Documents and Contract Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award.

1. You must deliver, to SUMMIT COUNTY, 3 fully executed counterparts of the Agreement including all the related Contract Documents. This includes the Contract Drawings. Each of the Contract Documents must bear your signature on the cover page.
 1. You must deliver, with the executed Agreement, the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 12) and General Provisions (paragraph 103.03)
 3. Other conditions (if applicable): **None**
-

Failure to comply with these conditions within the time specified shall entitle SUMMIT COUNTY to

consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after your compliance with the above conditions, SUMMIT COUNTY will return to you one (1) fully signed and executed counterpart of the Agreement with all of the Contract Documents attached.

SUMMIT COUNTY GOVERNMENT

By: _____

Title: County Manager

Approval by the Summit County Open Space and Trails Department

BY: _____
Brian Lorch

Title: Open Space and Trails Director

ACCEPTANCE OF AWARD

By: _____
Contractor

Authorized Signature

Title: _____

Date: _____

**NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND
CERTIFICATION BY CONTRACTOR - §§ 8-17.5-101 et seq., C.R.S.**

CONTRACTOR, (“Contractor” herein) hereby **CERTIFIES** that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot verification program, as administered by the United States Department of Homeland Security, that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued. Information on applying for the Basic Pilot Verification Program can be found at:

<https://www.vis-dhs.com/employerregistration>

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment (“Department” herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or

political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this _____ day of _____, 2019.

CONTRACTOR

By _____

Title _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (The "Agreement") is entered into this ___ day _____ 2019, by and between the Board of County Commissioners of Summit County, having its principal place of business at 208 Lincoln Avenue, Breckenridge, Colorado 80424 ("County"), and _____ ("Contractor").

WHEREAS, the County desires to contract with Contractor to perform certain recreational pathway improvement services on an independent contractor basis services in accordance with terms of this Agreement; and

WHEREAS, Contractor desires to perform certain recreational pathway improvements services on an independent contractor basis as set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor further agree as follows:

1. Services. Contractor agrees to perform the following services (the "Services") in a timely, expeditious and professional manner: Dillon Dam Pathway Reconstruction in accordance with all applicable provisions of the Contractor's Proposal dated 12/15/16, which is attached hereto as Exhibit "A" and incorporated herein by this reference. In the event of any conflicts between the Agreement and any of the terms of the attached exhibits, the terms of this Agreement shall prevail.

Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own equipment at Contractor's own home or place of business, and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for persons or entities other than the County, and the Contractor is not required to provide services exclusively to the County during the term of this Agreement.

2. Compensation. For satisfactory performance of the Services hereunder, County shall pay Contractor a fixed sum not to exceed \$_____ for its services in accordance with the terms of this Agreement. Payment will not be made on a salary or hourly rate. County shall have no obligation to make any payments until such time as County accepts Contractor's performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.

A. Invoices. The Contractor will submit invoices on a monthly basis, which will describe the Services performed and expenses incurred pursuant to this Agreement. Invoices will be reviewed by Brian Lorch, who will submit them to the Summit County Finance Department for payment upon his/her approval. Invoices shall provide detail of Contractor's performance of Services sufficient to the County's requirements. Upon request, Contractor shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof.

B. Fund Availability/Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of County funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

C. Multi-Year Contracts. The obligations of the County hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. Term. The term of this Agreement shall be from April 10, 2017 until June 15, 2017. The Agreement may be terminated earlier by final completion of the Services by the Contractor and acceptance of the services by the County or through the termination provisions provided herein.

4. Default. The failure of either party to comply with any of the terms and conditions of this Agreement shall constitute a default under this Agreement. Should either the Owner or the Contractor commit any breach of the terms and provisions of this contract, the party adversely affected by such breach shall provide written notice to the breaching party. The breaching party shall have the right to cure such breach within five days of actual or constructive receipt of such notice. If the defaulting party is given written notice of any default hereunder and fails to remedy such default within thirty (30) days of its receipt of such notice, at the election on the non-defaulting party, and in addition to any other remedy provided by law or equity, the non-defaulting party may terminate this Agreement.

5. Termination. Either party may terminate this Agreement at any time by giving the County written notice of not less than sixty (60) days. County may terminate this Agreement at any time in the event that Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement. In the event of termination, payments will be made to Contractor for all work performed up to the date of termination.

6. Relationship. The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee, agent or servant of the County, nor is Contractor entitled to County employment benefits. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As an independent contractor, Contractors agrees that:

- A. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the County; and
- B. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and
- C. County will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- D. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the County. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the County; and
- E. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- F. Contractor will not combine its business operations in any way with the County's business operations and each party shall maintain their operations as separate and distinct.

7. Contractor Responsibilities. In addition to all other obligations contained herein, Contractor agrees:

- A. To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and
- B. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the County; and
- C. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as employer.
- D. To require its subcontractors to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to subcontractor as an employer, including maintenance of standard Workers' Compensation as required by law in the State of Colorado.

8. Work Quality. The Contractor warrants to the County that all services provided will be of good quality, in conformance with the highest standards of the profession and in conformance with this Agreement.

9. Work Product. Any data, reports, drawings documents or other things or information provided by the County to the Contractor during the performance of services under this Agreement and any reports, drawings or other writings required under the services of this Agreement shall be and remain the sole property of the County at all times. The Contractor shall return or provide to the County such documents, etc. by the completion date and before full payment of the compensation herein.

10. Indemnification and Insurance. Contractor shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-contractors or otherwise arising out of the performance of services by Contractor. No later than seven days after execution of this Agreement, Contractor shall provide the County with certificates of insurance evidencing the types and amounts of insurance specified below:

- A. Standard Workers' Compensation as required by law in the State of Colorado; and
- B. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$350,000 on account of any one person and \$990,000 for each occurrence of property damage and personal injury; and
- C. Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of the Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$100,000 (bodily injury per person), \$300,000 (each accident) and \$50,000 (property damage).

Insurance coverage shall not be reduced below the limits described above or cancelled without County's written approval of such reduction or cancellation. Reduction, cancellation or termination of insurance coverage, or failure to obtain insurance coverage, without the County's written approval shall constitute a material breach of the Agreement and shall automatically terminate the Agreement. Contractor shall require that any of its agents or subcontractors who enter upon the County's premises shall maintain like

insurance. Certificates of such insurance, of agents and subcontractors, shall be provided to the County upon request. With regard to all insurance, such insurance shall:

- A. Be primary insurance to the full limits of liability herein before stated and, should County have other valid insurance, County insurance shall be excess insurance only; and
- B. Not cancelled without thirty (30) days prior written notice to the County.

11. Notice. Any notice to be given hereunder by either party to the other, shall be in writing and shall be deemed given when sent by certified mail.

- A. Notices to the County shall be addressed to:

Brian Lorch
Summit County Government
P.O. Box 68
Breckenridge, CO 80424

- B. Notices to the Contractor shall be addressed to:

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

12. Illegal Aliens. As required by C.R.S. §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract, Contractor certifies and agrees as follows:

- A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- B. The Contractor shall confirm through participation in either the E-Verify Program or the Department Program, the employment eligibility of all employees who are hired to perform work under this Contract. (For information on applying for the Basic Pilot the Contractor may log on to <https://www.vis-dhs.com/employerregistration> and for information on applying for the Department Program the log on to <http://www.coworkforce.com/lab/pcs/default.asp>)
- C. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.

(1) If the Contractor obtains actual knowledge that a Subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

- a. Notify the Subcontractor and the County within

three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

- b. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (C)(1)(a) of this Contract, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

- (2) The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority.

- D. If Contractor fails to comply with any requirement of this section, the County may terminate the Contract for breach and the Contractor shall be liable for actual and consequential damages.

13. Governmental Immunity. The County does not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

14. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the County or Contractor because of any term contained in this Agreement.

15. Assignment. This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign this Agreement in whole or in part without prior written consent of the County.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

17. Modification. No modification or waiver of this Agreement, or of any covenant, condition, or provision herein contained, shall be valid unless in writing and duly executed by the Parties to be charged herewith.

18. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

19. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

20. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the County. County makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

21. Interpretation. The validity, interpretation and effect of this Agreement shall be determined under Colorado law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having situs in Summit County, Colorado. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

22. Effective Date. The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by the parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **INDEPENDENT CONTRACTOR AGREEMENT** as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY

By: _____

By: _____
Scott Vargo, County Manager

Left Blank Intentionally

NOTICE TO PROCEED

Dated: _____, 2019

TO: _____

ADDRESS: _____

PROJECT: **OST 19-001**

CONTRACT FOR: **2019 Swan Mountain Road Pathway Improvements**

Per section 108.1 of the General Provisions, neither the Contractor nor any Subcontractor shall commence work on the Project prior to receipt of the written Notice to Proceed, issued by Summit County. You are notified that the Contract Times under the above referenced contract shall commence to run on **{date}**. By this date, you shall start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and the completion and readiness for final payment are **{date}** and **{date}**, respectively.

Before you may start any Work at the site, section 103.6 of the General Provisions mandates that you deliver to SUMMIT COUNTY certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must:

- Submit a construction Traffic Control Plan (TCP) and obtain approval from Summit County Open Space and Trails seven days prior to beginning construction for review and approval. This plan is to include traffic control for both the Dillon Dam Pathway users and vehicle traffic. At no point shall the road be completely closed and pathway traffic must be maintained at all times.
-

SUMMIT COUNTY GOVERNMENT

By: _____
Title: _____

SUMMIT COUNTY GOVERNMENT
OPEN SPACE AND TRAILS DEPARTMENT
 APPLICATION FOR PAYMENT NO. {No.} Intermediate Final

Date: {date}

Project No.: OST 19-001
 Project: 2019 Swan Mountain Road Pathway Improvements
 Contractor: _____

For work accomplished through the period of: {date} through {date}.

Application is made for payment, as shown below, and on the attached **CONSTRUCTION PROGRESS ESTIMATE** form, in accordance with the **CONTRACT DOCUMENTS**:

ORIGINAL CONTRACT PRICE:		
APPROVED CHANGE ORDERS:		
	CMO NO. 1	
	CMO NO. 2	
	CMO NO. 3	
	CMO NO. 4	
TOTAL CHANGE ORDERS APPROVED TO DATE:		
ADJUSTED CONTRACT PRICE:		
TOTAL AMOUNT DUE TO DATE: (From attached Construction Progress Estimate)		
RETAINAGE :	(DEDUCT)	10%
TOTAL EARNED LESS RETAINAGE:		
LESS PREVIOUS PAYMENTS:	(DEDUCT)	
CURRENT PAYMENT DUE:		

CONTRACTOR'S CERTIFICATION:

The undersigned **CONTRACTOR** certifies that:

- (1) all previous payments received from **SUMMIT COUNTY** on account of **WORK** previously performed under the **CONTRACT** referred to above, have been applied to discharge in full all obligations of the **CONTRACTOR** incurred in connection with **WORK** covered by prior **APPLICATIONS FOR PAYMENT**, numbered 1 through {No.} inclusive:
- (2) title to all **WORK**, materials and equipment incorporated in said **WORK** or otherwise listed in or covered by this **APPLICATION FOR PAYMENT** shall pass to **SUMMIT COUNTY** at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by **BOND** acceptable to **SUMMIT COUNTY** indemnifying **SUMMIT COUNTY** against any such lien, claim, security interest or encumbrance); and
- (3) all **WORK** covered by this **APPLICATION FOR PAYMENT** is in accordance with the specifications of the **CONTRACT DOCUMENTS**, and not **defective** as that term is expressly defined in the **CONTRACT DOCUMENTS**.

CONTRACTOR	OPEN SPACE AND TRAILS DEPARTMENT	CONTRACT ADMINISTRATOR
By: _____ Project Manager	By: _____ Brian Lorch	By: _____ Title: _____
Date: _____	Date: _____	Date: _____

CONSTRUCTION PROGRESS ESTIMATE REPORT

Project Name **Reconstruction of a Portion of the Dillon Dam Pathway**

Project No. **OST 19-001**

Contractor

DATE:

NUMBER:

SHEET 1 of 1

Item No.	Description	Unit	Quantity	Bid Amount	Quantities			Amount		
					Previous	This Period	To Date	Previous	This Period	To Date
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
TOTALS										
Change Orders					Quantities			Amount		
CMO No.	Description	Unit	Quantity	Unit Price	Previous	Current	Total	Previous	Current	Total
TOTALS										
									Contract Summary	
									Contract Amount	
									Change Orders	
									TOTAL	

**SUMMIT COUNTY GOVERNMENT
OPEN SPACE AND TRAILS DEPARTMENT
WORK CHANGE DIRECTIVE**

No. _____

PROJECT: OST 19-001, 2019 Swan Mountain Road Pathway Improvements

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Summit County Government, Open Space & Trails Department

CONTRACTOR: _____

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments:

If a claim is made that the above change(s) have affected Contract Price or Contract Time any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
CONTRACT PRICE:

- Unit Prices
- Lump Sum
- Other _____

Estimated increase (decrease) in
CONTRACT PRICE:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:

BY: _____

TITLE: _____

Method of determining change in
CONTRACT TIME:

- Contractor's Records
- Owner's Records
- Other _____

Estimated increase (decrease) in
CONTRACT TIME:

Substantial Completion: _____ days

Ready for final Payment: _____ days

If the change involves an increase the estimated times are not to be exceeded without further authorization.

AUTHORIZED:

BY: _____

TITLE: _____

**SUMMIT COUNTY GOVERNMENT
CONTRACT MODIFICATION ORDER**

PROJECT NO.
OST 19-001

LOCATION
2019 Swan Mountain Road Pathway Improvements

DATE

PROJECT ORDER NO.

CONTRACTOR

ESTIMATED COST TO PROJECT

INCREASE DECREASE \$

COMPLETE ADDRESS

TOTAL ADDITIONAL DAYS ALLOWED TO COMPLETE WORK

-0-

MODIFICATION TITLE

FEDERAL OVERSIGHT

YES

NO

I accept this order, for work to be performed and prices on which payment is to be based.

CONTRACTOR REPRESENTATIVE

DATE

AUTHORIZED BY : CONTRACT ADMINISTRATOR

DATE

RECOMMENDED BY: BRIAN LORCH, OPEN SPACE AND TRAILS DIRECTOR

DATE

APPROVED BY: GARY MARTINEZ, COUNTY MANAGER

DATE

SUMMIT COUNTY GOVERNMENT
OPEN SPACE AND TRAILS DEPARTMENT
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: OST 19-001, 2019 Swan Mountain Road Pathway Improvements

DATE OF ISSUANCE: _____

OWNER: Summit County Government, Open Space & Trails Department

CONTRACTOR: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or only to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and CONTRACTOR, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents as of

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it neither alters the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents, nor exposes the Owner to any additional liabilities, waiver, estoppels or latches. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

GENERAL PROVISIONS

SECTION 100

101 - ABBREVIATIONS AND DEFINITIONS

101.1 - Scope

Many commonly used abbreviations appear in these Specifications and the Project Drawings. These abbreviations normally require no explanation of definition beyond that contained in the standard dictionaries and many technical handbooks.

Abbreviations of technical and construction terms used in these Specifications and the Project Drawings are explained or defined in Section 101.2.

Technical and construction terms used in these Specifications and the Project drawings are defined in Section 101.3.

101.2 - Abbreviations

Wherever the following abbreviations are used in these Specifications, Standard Details, or on the Project Drawings, they are to be construed in accordance with the respective expressions represented.

Abbreviations of technical or construction terms not defined herein, shall be construed as defined in the most recent edition of CONSTRUCTION DICTIONARY, published by Greater Phoenix, Arizona, Chapter #98 of the National Association of Women in Construction.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Institute
AGC	Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
IEEE	Institute of Electrical and Electronic Engineers
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NIC	Not In Contract
SAE	Society of Automotive Engineers
UL	Underwriters' Laboratories, Inc.
USC&GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey

101.3 - Definitions

Technical and construction terms used in these Specifications and in the Project Drawings shall have the same meaning indicated, applicable to both the singular and plural thereof. Technical and construction terms that are not defined in this section shall have the meanings set forth in the most recent edition of GLOSSARY, WATER AND WASTEWATER CONTROL ENGINEERING, prepared by APWA, ASCE and AWWA; or CONSTRUCTION DICTIONARY, published by Greater Phoenix, Arizona, Chapter #98 of the National Association of Women in Construction.

Addenda	Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.
Agreement or Contract	The normal written agreement or contract executed by the authorized representatives of the Contracting Agency or Owner and the Contractor for the complete performance of the Project in accordance with the Contract Documents.
Award	The formal action of the Contracting Agency or Owner in accepting a proposal.
Bid	The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
Bidder	Any qualified individual, firm, partnership, corporation, or combination thereof, acting directly or through a duly authorized agent submitting a Bid for the Work.
Bonds	Bid, Performance, Labor and Material Payment Bonds, and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
Change Order	A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
Contract Documents (Bid Documents)	All of the integral documents of the Contract, including but not limited to Invitation for Bids, Information for Bidders, Project Drawings, Construction Standards and Standard Details, Special Provisions, Proposal/Bid, Bid Bond, Agreement, Labor and Material Bond Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Certificates of Insurance, Change Order and Addenda, or documents incorporated by reference incorporated therein.
Contract Price	The Total Monies payable to the Contractor under the terms and conditions of the Contract Documents.
Contract Time	The number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor	The individual, firm, partnership, corporation, or combination thereof, with whom the Contracting Agency or Owner has executed the Agreement.
Contracting Agency (Owner)	The legal entity that has contracted for the performance of the Work or for whom the Work is being performed.
County Representative	The authorized representative of the Contracting Agency or Owner who is assigned to the Project site or any part thereof.
Engineer	The person, firm or corporation named as such in the Contract Documents and licensed to perform such services in the State of Colorado.
Field Order	A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract time, issued by the County Representative or Owner, to the Contractor during construction.
Notice of Award	The written notice of acceptance of the Bid from the Contracting Agency or Owner to the successful Bidder.
Notice to Proceed	Written communication issued by the Contracting Agency or Owner to the Contractor authorizing and directing him to proceed with the Work and establishing the date of commencement of the Work.
Owner (Contracting Agency)	A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.
Plans (Project Drawings)	The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the County Representative.
Project	The undertaking to be performed as provided in the Contract Documents.
Resident Project Representative	The authorized representative of the Contracting Agency or Owner who is assigned to the Project site or any part thereof.
Shop Drawings	All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
Special Conditions	The Special Conditions, requirements, additions and/or revisions to the Contract Documents, applicable to the Work, to cover conditions or requirements peculiar to the Project under construction.
Specifications	A part of the Contract Documents consisting of these General Conditions, the Special Conditions and written descriptions of a technical nature relating to materials, equipment, construction systems, standards and workmanship, titled Technical Specifications.

Subcontractor	An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of any part of the Work.
Substantial Completion	That date as certified by the Resident Project Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
Supplier	An individual, firm or corporation having a direct contract with the Contractor or with any Subcontractor for the manufacturer or furnishing of any part of the supplies and/or materials to be used at or incorporated in part of the Work at the site.
Work	All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
Written Notice	Any Written Notice from one party to the Agreement to any other party of the Agreement, relative to any part of the Contract Documents, which notice shall be deemed to have properly served and delivered when posted by the sending party by Certified or Registered Mail to the receiving party at the receiving party's last given address or when delivered in person to the receiving party or to his or its authorized representative.

END OF SECTION

102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 - Eligibility and Preference

The Employment of Contractors and Subcontractors on this Work shall be governed by these General Conditions, the Specifications as contained herein, and any applicable provisions included in the Special Provisions.

102.2 - Contents of Proposal

The prospective Bidder may examine and/or obtain plans, specifications and contract documents at the location specified in the Invitation for Bids.

The Contract Documents will state the location of the contemplated construction; give the description of the various quantities of work to be performed or materials to be furnished, and have a Bid Schedule of pay items for which unit Bid Prices are invited. The Contract Documents shall also state the form and amount of the proposal guarantee, the time in which the Work shall be completed, and may also include additional instructions not included in these specifications.

The Plans, Construction Standards, Standard Details, Special Provisions and all supplementary documents are all essential parts of the Contract Documents and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete Work.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein.

102.3 - Interpretation of Quantities in Proposal

The quantities appearing in the proposal are approximate only and are to be used for the comparison of Bids. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted, or for materials furnished in accordance with the Contract Documents at the unit Bid Price in the Proposal.

Any or all items in the signed Agreement may be increased or decreased by not more than twenty (20) percent at the discretion of Summit County without invalidating the unit price in any way. Changes greater than twenty (20) percent shall be considered to be an alteration to the Work, and payment for any such alteration shall be in accordance with the provisions of Section 109.4.

102.4 - Examination of Plans, Special Provisions and Site of Work

Summit County shall prepare plans and special provisions in accordance with acceptable engineering standards, giving such direction as will enable the Contractor to carry them out.

The Bidder shall examine the site of the proposed Work and all documents pertaining to the Work. It is mutually agreed that the submission of a proposal shall constitute an acknowledgement that the Bidder has made such examination and is familiar with the character, quality, and quantity of the Work to be performed and material to be furnished.

Logs of test holes, ground water levels, and accompanying soil reports furnished by Summit County are furnished for general information only. Bidders shall make their own investigations and form their own estimates of the site conditions.

No complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the Work will be entertained after submission of the proposal, except as set forth in Section 104.2.1.

102.5 - Preparation of Proposal

The Bidder shall submit his proposal on the forms provided by Summit County. The Bidder shall specify a unit Bid Price for each pay item where units and approximate quantities are given.

The Bidder shall specify a lump sum price for each pay item where a lump sum price is requested by Summit County.

The total proposal will be obtained by adding the amount of Bid on the individual pay items. All information shall be in ink or typewritten. In case of a conflict between unit prices and total prices, unit prices will govern.

The following shall also become a part of the Bidder's proposal:

- A. Acknowledge receipt of and agree that the proposal is based on the listed Addenda received with and/or after receipt of the proposal documents.
- B. Complete all portions of the proposal documents relating to escalation terms and limits if defined in the Special Provisions.
- C. Bidders signatures shall be in ink, attested or witnessed as required by the Bid Form.

102.6 - Subcontractors' List

A list of Subcontractors shall be attached to the proposal when required. The Bidder shall submit this list showing each specialty Subcontractor to whom he proposes to subcontract any portion of the Work.

102.7 - Irregular Proposals

Proposals shall be considered irregular and may be rejected for any one of the following reasons:

- A. If the proposal is on a form other than that furnished by Summit County; or if the form is altered or any part thereof is detached.
- B. If there are unauthorized additions, statements, conditional or alternate Bids, or irregularities of any kind.
- C. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an Award.
- D. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.
- E. If the Bidder fails to submit the list of Subcontractors when required.
- F. If more than one proposal for the same Work is submitted by an Individual, Partnership, or Corporation under the same or different names.
- G. If there is evidence of any collusion among Bidders or assistance from any officer of the Contracting Agency (Owner), or of any Department thereof.

102.8 - Bid Bonds

No proposal will be read unless accompanied by Bid Bond or certified check in the form and amount stated in the Invitation for Bids. The Bond or certified check shall be made payable and acceptable to the

Contracting Agency (Owner) as a guarantee that the Bidder shall execute the Contract Documents upon Award of the Contract.

102.9 - Submission of Proposal

The Proposal and the Bid Bond or certified check shall be submitted in a sealed envelope. The outside lower-left hand corner of which shall be marked as follows:

Bid of: _____
 (Bidder)
For: _____
 (Project)
Submitted To: _____
 (Contracting Agency/Owner)

Envelopes shall be mailed or delivered to the office of Summit County and must be received before the time and date specified in the Call for Bids or any Addenda.

Proposals received after the time and date specified, will be returned, unopened to the Bidder.

102.10 - Withdrawal or Revision of Proposal

Any Bidder may withdraw or revise a proposal after it has been deposited with the Contracting Agency (Owner), provided his request is received by Summit County, in writing or by telegram, before the time and date specified for opening proposals as stipulated herein.

102.11 - Public Opening of Proposals

Proposals will be opened and read publicly at the time and place specified in the Invitation for Bids, or any Addenda. Bidders, their authorized agents and other interested parties are invited to be present.

Should proposals for more than one project be scheduled to be opened at the same time, any Bidder may, after the time set for the opening proposals, request to withdraw his second or succeeding proposal prior to the opening of proposals for that Project. Should this occur, there will be a brief delay in the opening of Proposals for the second Project to permit the Bidder to submit his request. The Contracting Agency (Owner) shall return the unopened Proposal for the second Project of any Bidder submitting a personal or written request.

END OF SECTION

103 - AWARD AND EXECUTION OF CONTRACT

103.1 - Consideration of Proposals

All proposals received shall be publicly opened and read, as provided for in these Specifications. After reading, the respective totals shall be checked and compared by the Contracting Agency (Owner). The accuracy of the total proposal shall be checked by verifying the extensions and additions. The Unit Bid Price shall govern in all cases. The Results of such comparison shall be considered public information.

The right is reserved to award the Contract to the lowest responsible Bidder who best meets the requests of Summit County and the public interest, or to reject all proposals and to re-advertise for any reason Summit County determines.

Should all proposals be rejected, any and all subsequent changes, additions, Addenda, or new sets of Plans and Special Provisions shall be provided to all purchasers of the first issue of the Plans and Special Provisions at no additional charge.

103.2 - Return of Bid Bonds

Bid Bonds or certified checks submitted by the three (3) lowest responsible Bidders shall be retained by Summit County until the Contract has been executed by all parties. Retained Bid Bonds or certified checks shall be returned to Bidders upon execution of the Agreement.

All other Bid Bonds or certified checks shall be returned to Bidders immediately following the Bid Opening and the checking of proposals submitted has been completed.

103.3 - Award of Contract

Summit County shall award the Contract to the lowest responsible Bidder, or all proposals will be rejected within thirty (30) days after the Bid Opening. The Contracting Agency's (Owner's) award of Contract shall be considered an acknowledgement that funding appropriations exist.

No proposal shall be withdrawn for a period of thirty (30) days after opening without consent of Summit County.

The successful Bidder shall execute and deliver the prescribed Agreement to Summit County within fifteen (15) days, provided that acceptance of the proposal is delivered to the Bidder within the time limit prescribed and prior to the withdrawal of the proposal. Required Bonds shall be delivered with executed Contract. Otherwise the Bidders' Bid Bond or certified check will be forfeited.

103.4 - Revocation of Award

Summit County reserves the right to revoke the Award at any time prior to the execution of the Contract without liability to Summit County.

103.5 - Contract Security

The Contractor shall furnish Summit County a Performance Bond and a Labor and Materials Payment Bond, each in penal sums equal to the amount of the Contract. Bonds shall be furnished with the executed Contract. The Bonds shall be conditioned upon the terms of the Contract Documents and upon the Contractors prompt payment for all labor and materials included in the prosecution of the Work. The expense of the Bonds shall be borne by the Contractor.

Bonds shall be executed by the Contractor and a Corporate Bonding Company licensed to transact such business in the State of Colorado and named on the current "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Treasury Department Circular #570.

Bonds acceptable to Summit County shall be substituted in the event the original surety loses its right to transact business in the State of Colorado, is declared bankrupt, or is removed from U.S. Treasury Department Circular #570. Substitute Bonds shall be furnished within ten (10) days after notice from Summit County. Substitute Bonds shall conform to all requirements and sums established for the original Bonds. All premiums for the substituted Bonds shall be borne by the Contractor.

All payments due the Contractor may be deferred until substitute Bonds have been delivered to Summit County.

103.6 - Contractors Insurance

The Contractor shall purchase and maintain insurance that protects him from claims which may arise from or as a result of the execution of the Work, including execution by the Contractor, his Subcontractors by anyone directly or indirectly employed by the Contractor or his Subcontractors or by anyone for whose acts the Contractor or his Subcontractors may be liable. Insurance coverage shall remain in force for the full period of the Contract.

Such general Public Liability and Property Damage Insurance coverage shall include:

- a. **Contractors General Public Liability and Property Damage Insurance**, including vehicle coverage, protecting the Contractor and his Subcontractors from all claims for personal injury, death, destruction of or damage to property that might result from any Work or execution performed under the terms of the Contract Documents. Both the Contractor and his Subcontractors shall be covered by this insurance.

Insurance shall include:

1. A limit of liability of not less than \$350,000 dollars for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by anyone person in any one accident.
 2. A limit of liability of not less than \$990,000 dollars aggregate for any damages detailed in one (1) above sustained by two or more persons in any one accident.
 3. A limit of liability of not less than \$350,000 dollars for all property damage sustained by any one person in any one accident.
 4. A limit of liability of not less than \$990,000 dollars aggregate for any property damage sustained by two or more persons in any one accident.
- b. **Fire and Extended Coverage Insurance** upon the Work to the full insurable value thereof. This insurance shall accrue to the benefit of Summit County, the Contractor and his Subcontractors to the extent of their interest. This provision shall not release the Contractor or the Contractor's surety from their contractual obligation to complete the Work.
 - c. **Workman's Compensation Insurance**, including occupational disease provisions, for all the Contractor's employees who are engaged in performing Work related to the Project. Each Subcontractor shall provide identical coverage for all his employees at the site of the Work, unless such employees are covered by the Contractor's Insurance.
 - d. **"All Risk and/or Builders Risk type Insurance** for the Work to be performed shall be furnished by the Contractor when required by the Special Provisions. The insurance coverage shall not be less than the Total Contract Price. The policy shall cover all losses due to fire explosion, hail, earthquake, lightning, storm water high stream flow due to floods, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke damage

during the Contract Time and until the Work is accepted by Summit County. The policy shall name the Contractor and Summit County as the insured parties.

Certificates of Insurance shall be filed with Summit County prior to the commencement of the Work. These certificates shall contain a provision that coverage afforded shall not be cancelled or changed for fifteen (15) days subsequent to date of written notice to Summit County.

103.7 - Execution and Approval of Contract

The Contractor shall execute and deliver the Agreement to Summit County within fifteen (15) calendar days following receipt of the Notice of Award from Summit County.

Summit County shall approve and execute the Agreement within fifteen (15) calendar days following receipt of a signed Agreement and acceptable Bonds and Certificates of Insurance.

No Contract shall be considered in effect until the Agreement has been fully executed by all parties concerned.

103.8 - Forfeiture of Proposal Guarantees

Failure of the Contractor to execute the Agreement, within the time stated, shall be just cause for revocation of the Award and the forfeiture of the proposal guarantee which shall become the property of Summit County, not as penalty, but as liquidated damages sustained as a result of such failure.

END OF SECTION

104 - SCOPE OF WORK

104.1 - Work to be Done

The Contractor shall perform all Work as may be necessary to complete the Contract in a satisfactory manner in full compliance with the plans, specifications and terms of the Contract.

The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the construction of the project within the time specified.

104.2 - Alteration of Work

Summit County may order changes within the scope of the Work without invalidating the Contract. Such changes may be made without notice to the Surety and the Surety shall not be released therefrom. Such changes shall not require work beyond geographical limits of the original project unless the Contract is modified. If an increase or decrease in the unit cost or completion time requires an equitable adjustment, a Change Order shall be authorized by Summit County and from the Contractor accordingly.

Payment for work occasioned by these changes shall be made in accordance with the provisions of Section 109. Completion time adjustments required by these changes shall be made in accordance with the provisions of Section 108.

104.2.1 - Subsurface Conditions

- A. The Contractor shall promptly notify Summit County in writing of any subsurface or latent physical condition at the site that differs materially from that indicated in the Contract Documents. Notification shall precede disturbing such Conditions.
- B. The Contractor shall promptly notify Summit County in writing of any unusual physical conditions at the site which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the Contract Documents. Notification shall precede disturbing such Conditions.
- C. Summit County shall promptly investigate the conditions upon proper notification from the Contractor. An equitable adjustment shall be made and the Contract Documents modified by a Change Order should the investigation reveal that the conditions do differ materially or cause an increase or decrease in the cost or time required for performance of the Work.
- D. Adjustment in compensation because of a change or changes resulting from one or more of the conditions described shall be made in accordance with the provisions of Section 109. Adjustment in Contract Time because of such change or changes shall be made in accordance with the provisions of Section 108.

104.3 - Extra Work

The Contractor shall perform unforeseen work, for which there is no unit price included in the Contract, whenever it is deemed necessary or desirable by Summit County, in its sole discretion, in order to complete the Work contemplated. Such work shall be governed by all applicable provisions of the Contract Documents and payment shall be made in accordance with the provisions of Section 109.5.

The Contractor may claim that instructions received involve extra work under the Contract. If so, he shall give Summit County written notice thereof within forty-eight (48) hours after receipt of such instructions. In any event, written notice shall precede execution of the Work, except in emergencies endangering life or property. No claim shall be valid unless such written notice is given.

104.4 - Changes at Contractor's Request

The Contractor may request changes in the plans or specifications which do not materially effect the Work or the interests of Summit County. Requests shall be in writing and submitted to Summit County for approval. Such requests may be granted to facilitate the Work. The Summit County reserves the right to receive an equitable adjustment in the Contract Price or Contract Time for authorizing any such change.

104.5 - Maintenance of Traffic

The Contractor shall insure that any portion of the project being used by the public shall be maintained in such condition that vehicular and pedestrian traffic shall be safely and adequately accommodated. He shall provide and maintain safe, temporary approaches, crossings and intersections, in conjunction with Agencies and Facilities that provide emergency services or necessary services to the public.

The Contractor shall not interfere with traffic on County Roads adjacent to off-County Road projects. Traffic upon County Road projects shall be maintained in accordance with Section 300 and the Special Provisions. Detours to by-pass traffic shall be implemented only after approval of Summit County.

104.6 - Clean Up

Throughout all phases of construction, up to and including final acceptance of the project, the Contractor shall keep the work area clean and free from rubbish, excess materials and debris, and to ensure that no latent or potentially dangerous condition is left unremedied at the work area. If such conditions can not be remedied, Contractor shall take all necessary efforts to ensure the protection of the public from the dangers posed by such conditions.

104.7 - Final Clean Up

All private or public property and grounds occupied by the Contractor in connection with the Work shall be cleared of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a condition acceptable to Summit County. No dangerous conditions of any type shall remain as a result of the work. Contractor shall be liable to Summit County for all clean up costs and other related remedial expenses for any failure to properly comply with the provisions of this section.

END OF SECTION

105 – Control of Work

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. No substitutions or alterations affecting such quality shall be permitted without prior approval of the County Representative.

105.1 - Authority and Responsibility of the County Representative

The County Road & Bridge Department Director, or his designee, shall be the County Representative during the construction period. He shall decide questions that may arise as to quality and acceptability of the materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The County Representative shall make random visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

The County Representative shall file with the Contractor the names, addresses and phone numbers of the Resident Project Representative, or the County Representative or his representative, who can be contacted at any time in case of emergency. These representatives must have knowledge of the Work and be authorized to take action on behalf of Summit County. Accordingly, the Contractor must contact such designated representatives immediately in case of such emergency.

The County Representative shall not be responsible for construction means, controls, techniques, sequences, procedures, or construction safety, nor shall he direct the Contractor's operations in any manner.

The Contractor shall be furnished additional instructions and detail drawings by the County Representative, if deemed necessary by the County Representative, to carry out the Work as required by the Contract Documents.

The additional drawings and instructions so supplied shall become a part of the Contract documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

The County Representative may suspend the Work, wholly or in part, for any of the following reasons:

- A. For such period of time deemed necessary due to unsuitable weather conditions.
- B. Contractor's failure to perform according to the provisions of the Contract.
- C. Contractor's failure to provide safe working conditions.

105.2 - Plans and Specifications

Plans or drawings will show detail of all structures, utilities, lines, elevations, grades, typical cross sections, and location and design of all Work.

The intent of the specifications and plans is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by Summit County.

In the event there are inconsistencies, ambiguities or discrepancies between the Contract Documents, the following hierarchy shall apply to determine the controlling authority and resolve such inconsistencies:

- A. Special Provisions
 1. Project Special Provisions
 2. Standard Special Provisions

- B. Plans
 - 1. Detail Plans
 - 2. Standard Plans
- C. Dimensions: Calculated Dimensions over Scaled Dimensions.
- D. Supplemental Specifications
- E. Standard Specifications

Discrepancies found between the Plans and specifications and site conditions or any inconsistencies or ambiguities in the Plans or Specifications shall be immediately reported, in writing, to the County Representative. The County Representative shall promptly correct such inconsistencies or ambiguities in writing. Any work performed by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk, until or unless authorized by the County Representative.

105.3 - Shop Drawings

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The County Representative shall promptly review all Shop Drawings. The County Representative's approval of any Shop Drawing shall not release the Contractor from responsibility for any deviations from the Contract Documents. The approval of any Shop Drawing, which substantially deviates from the requirements of the Contract Documents, shall be evidenced by a written Change Order, signed and approved by both parties in advance.

When submitted for the County Representative's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission, has been approved by the County Representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor on the Project site and shall be available to the County Representative at all reasonable times.

The number of copies of Shop Drawings required by Summit County will be specified in the Special Provisions. The cost of furnishing all Shop drawings shall be considered as included in the amount bid for one or more of the pay items.

105.4 - Conformity with Drawings and Specifications

All work performed and all materials furnished shall substantially comply with the lines, elevations, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Materials or finished products incorporated in the Work that do not so conform to the plans and specifications shall be removed as requested by Subsection 105.11. If the County Representative decides that reasonably acceptable work has been produced or that the finished product substantially complies with the Plans and Specifications, acceptance will be allowed, providing that an appropriate equitable adjustment is made to the Contract Unit Price.

105.5 - Cooperation of Contractor

The Contractor will be supplied with sufficient sets of Contract Documents. The Contractor shall keep one set available at the Work at all times. Emergencies may arise during the progress of the Work which may require special effort or require extra shifts of men to continue the Work beyond normal working hours. The Contractor shall be prepared to perform such work promptly and diligently in case of such emergencies. If such emergencies arise out of, or as a result of any improper or negligent act or omissions of Summit County, the Contractor shall be paid for all of his work costs actually incurred in excess of normal working hours and normal equipment usage.

105.6 - Cooperation with Utilities

Summit County will notify all municipal agencies, utility companies, all pipeline owners, or other parties effected and make reasonable efforts to have all necessary adjustments made of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction, so that construction schedules shall be coordinated to avoid unreasonable construction delays, when possible.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted, are to be moved by their Owners at their own expense, except as otherwise provided for in the Special Provisions or as noted on the Plans. Existing services found to be in a location different from that shown on the Plans, which require additional costs on the part of the Contractor, shall require issuance of a Change Order or reimbursement in accordance with procedures in Section 109.5.

The Contractor has considered the location of all permanent and temporary utilities and has included allowances for any delay, inconvenience or damage sustained by the operation of moving said utility. Delays encountered due to utility owners failure to relocate or adjust their facilities may result in an extension of the Contract Time in accordance with Section 108.7.

105.7 - Separate Contracts

Summit County reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Independent Contractors reasonable opportunity for the introduction and storage of materials and the execution of their work with his. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Independent Contractor, the Contractor shall inspect and promptly report to the County Representative any defects in such other Independent Contractor's work that render it unsuitable for the Contractor's proper execution and work results.

Summit County may perform additional work related to the Project with County personnel. The Contractor will afford Summit County reasonable opportunity for the introduction and storage of materials and equipment and the execution of the work, and shall properly coordinate his work with theirs.

The performance of additional work by other Contractors or Summit County that was not noted in the Contract Documents prior to the execution of the Contract shall be subject to written notice to the Contractor prior to starting any such additional work. If the Contractor believes that such additional work involves additional expense or entitles him to an extension of the Contract Time, he make claim therefor as provided in Sections 108.7 and 109.5.

105.8 - Surveys

The County Representative shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the Work. The Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stake for pile locations and other working points, lines elevations and cut sheets.

The Contractor shall carefully preserve bench marks, reference points, and stakes and in case of willful or careless destruction, shall be charged with replacement expense.

105.9 - Inspection of Work

Inspection of the Work by the County Representative or his authorized representative shall not be considered as direct control of the Work. The direct control of the Work shall be the sole responsibility of the Contractor's supervisor.

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

Summit County shall provide all inspection and testing services which the Contract Documents do not specifically require the Contractor to furnish.

The Contractor shall provide all testing and inspection services required by the Contract Documents.

Any law, ordinance, regulation or order of public authority having jurisdiction may require inspections or tests performed by someone other than the Contractor. If so, The Contractor will give the County Representative timely notice of the readiness for such inspection or tests. The Contractor shall promptly furnish the County Representative copies of certificates of inspection, testing or approval resulting from such inspection or tests.

Inspections, tests, or approvals by the County Representative shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The County Representative and his representatives shall have access to the Work at all times.

Authorized representatives or agents of any participating Federal or State Agency shall be permitted to inspect the Work. The Contractor will provide access to the Work for inspection and testing thereof.

The County Representative may order that portions on the Work be uncovered, exposed or made available for observation, inspection or testing. The Contractor shall provide all necessary labor, materials, tools and equipment to comply with the County Representative's order. If such portion of the Work is determined to be defective, the Contractor shall bear all costs involved including the cost of reconstruction. If such portion of the Work is determined to be in substantial compliance with the Contract Documents, the Contractor may be compensated in accordance with Section 109.5(B). The Contract Time may be extended in accordance with Section 108.6.

105.10 - Duties of the Inspector

Inspectors employed by Summit County will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work as well as to the preparation, fabrication or manufacture of the materials to be used.

The inspector will not be authorized to alter or waive the provisions of the Contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications of the Contract Documents or to act as foreman for the Contractor.

The inspector shall have authority to suspend acceptance of Work or material until any disagreement between the Contractor and the inspector can be referred to and decided by the County Representative.

105.11 - Removal of Unacceptable and Unauthorized Work

The Contractor shall remove from the premises all work or materials rejected by the County Representative for failure to comply with the Contract Documents, whether incorporated in the construction or not. The Contractor shall promptly replace or re-execute the Work in accordance with the Contract Documents and without expense to Summit County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense within the Contract period.

No work shall be done without lines and grades having been established. Work done contrary to the instructions of the County Representative, work done beyond the lines shown on the plans, or any extra work done without authority, will be considered unauthorized work and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at no additional cost to Summit County.

105.12 - Maintenance of Public Roadways and Recapths During Construction

The Contractor shall maintain the Work during construction, up to and until the Project is finally accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the roadway and recpath or structures are kept in a satisfactory condition at all times.

The Contractor shall maintain the previous course or subgrade during all construction operations. All cost of maintenance work during construction and before the Project is accepted shall be included in the unit Bid price on the various pay items.

105.13 - Failure to Maintain Roadway and Recpath or Structure

If the Contractor fails to perform maintenance during construction, the County Representative will immediately notify the Contractor of such noncompliance. If the contractor fails to comply within 24 hours after receipt of such notice, the County Representative may immediately proceed to maintain the Project at the expense of the Contractor.

105.14 - Partial Use or Occupancy

Should an urgent or unforeseen need occur, the Contractor agrees to let Summit County use or occupy a unit or portion of the Project, such as a structure, utility service, or a section of road or pavement prior to final acceptance. Summit County will prepare a written agreement with the Contractor and accomplish a partial acceptance inspection. The written agreement will include a revised construction schedule, responsibilities for maintenance of the partial acceptance and continued construction of the original Project to final acceptance payments, insurance and bond requirements.

105.15 - Acceptance

A. Partial Acceptance

During the prosecution of the Project, the Contractor may substantially complete a unit or portion of the Project. The Contractor may request the County Representative to make final inspection of that portion of the Work. If the County Representative finds, upon inspection, that the Work has been satisfactorily completed in compliance with the Contract, he shall accept the Work as being completed and the Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter the terms of the Contract.

B. Final Acceptance

Upon due notice from the Contractor of presumptive completion of the entire Project, the County Representative shall make an inspection. If all construction provided for by the Contract is deemed to be complete by the County Representative, that inspection may constitute the final inspection and the County Representative will make the final acceptance. The Contractor shall be notified in writing of final acceptance as of the date of the final inspection.

If the inspection discloses any work, in whole or in part, as being unsatisfactory, the County Representative shall give the Contractor a written list of the work needing correction, and the Contractor shall comply with and execute such instructions within the Contract Time. Upon correction of the Work, another inspection shall be made which may constitute the final inspection, provided the work has been completed in compliance with the Contract. In such event, the County Representative will make the final acceptance and notify the Contractor in writing of acceptance as of the date of the final inspection.

END OF SECTION

106 - CONTROL OF MATERIALS

106.1 - Source of Materials and Quality

All construction materials to be used on the Work, or incorporated into the Work, shall be subject to the prior inspection and approval or rejection of the County Representative.

The materials shall meet all quality requirements of these specifications. The Contractor shall provide the County Representative with prior written notice of his proposed source of materials. This notification shall be delivered to the County Representative at least two (2) weeks prior to material delivery. The County Representative may approve materials at the source of supply or point of manufacture prior to the movement to the job site. Such approval does not waive the County Representative's right to inspect the materials at the job site or to reject materials that do not conform to specifications.

106.2 - Materials, Services, and Facilities

The Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction and all other services and facilities necessary to execute, complete, and deliver the Work within the specified time.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned strictly as recommended by the manufacturer.

Materials, supplies and equipment shall be substantially equivalent in quality, design and performance to samples submitted by the Contractor and approved by the County Representative.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage, under a conditional sale contract or under any other agreement by which an interest is retained by the seller.

106.3 - Samples and Tests of Materials

All materials to be incorporated into the Work may be subject to sampling, testing and approval. Samples furnished shall be representative of the materials to be used. The County Representative may select samples, or may require that samples be delivered by the Contractor to a laboratory designated by the County Representative.

The procedures and methods used to sample and test materials will be determined by the County Representative. Unless otherwise specified, samples and tests will be made in accordance with ASTM or AASHTO Standards for material testing and sampling methods. Material sampling and testing frequencies will be in accordance with the State of Colorado, Division of Highways, Field Materials Manual. Copies of tests accomplished by Summit County will be furnished to the Contractor at his request.

The County Representative may permit the use of some manufactured materials prior to sampling and testing provided they are delivered with either a Certificate of Compliance or a Physical and Chemical Analysis conforming to ASTM or AASHTO Standard Material Specifications, and stating that the materials comply with the requirements of these specifications. The certificates shall clearly identify each delivery of the materials to the work area. The certificates shall be signed by a person having legal authority to bind the supplier or manufacturer. Copies of the certificates shall be delivered to the County Representative.

106.4 - Plant Inspection

The County Representative may authorize inspection of materials at the source, point of storage or point of manufacture. The following conditions shall apply in all cases:

- A. The Contractor shall submit a written request for the plant inspection. The request shall include a list of the materials to be inspected, detailed locations of inspection points and listings of responsible persons at location of inspections.
- B. The Contractor shall also insure that the County Representative shall have access to any part of the plant engaged in the manufacturing, production or assembly of the material to be inspected. Access shall be subject to normal work schedules, safety procedures and security of the plant.

Materials delivered to the job site that have been damaged or altered subsequent to the plant inspection may be rejected by the County Representative.

106.5 - Trade Names and Substitutions

Plans and specifications may contain references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number. Such references shall be regarded as establishing a standard of quality, finish appearance, performance or as indicating a selection based on compatibility with existing equipment or materials. Such reference shall not be construed as limiting the selection to a specified item or source.

The use of an alternate item or source may be permitted, subject to the following:

- A. No considerations will be given a request for an alternate prior to Bid opening.
- B. The Contractor may submit a written request for approval of an alternate item or source after Notification of Award of Contract. The request shall include all information necessary for evaluation of quality and suitability for purpose intended. The Contractor shall submit samples when required. The County Representative shall evaluate the information, perform tests when necessary and make a final decision as to the acceptability of the proposed alternatives. The Contractor's purchase commitments or financial obligations relating to any alternate item or source shall not be considered by the County Representative. Evaluation shall be based solely on quality and suitability for purpose intended. The County Representative shall give the Contractor written notification of his decision within ten (10) working days after receipt of request.

106.6 - Patents

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save Summit County harmless from the loss on account thereof. Summit County shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified in the Contract Documents.

106.7 - Storage of Materials

The Contractor shall provide storage facilities and exercise such measures as will insure the preservation of the quality and fitness of all materials and/or equipment approved for storage. Stored items shall be located so as to facilitate their prompt inspection. Portions of the right-of-way easements not required for public travel may be used for storage purposes when approved by the County Representative. Private property shall not be used for storage purposes without written permission of the owner or lessee. The County Representative may request copies of such written permission agreements.

106.8 - Handling Materials

Materials and/or equipment shall be handled in such a manner as to preserve their quality and fitness for the Work. Manufacturers written requirements shall be followed if different than accepted local practices.

106.9 - Unacceptable Materials

All materials and/or equipment not conforming to the requirements of the specifications, in place or not, may be rejected. Rejected materials and/or equipment shall be removed immediately from the site of the Work unless otherwise permitted by the County Representative. No rejected material and/or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the County Representative.

Materials, which may have been rejected for failure to comply with accepted national standards on any other project, shall not be incorporated into this Project without approval of Summit County.

106.10 - Summit County Furnished Materials

Materials and/or equipment furnished by Summit County will be delivered to the Contractor as indicated in the Special Provisions. The cost of handling and placing materials and/or equipment furnished by Summit County or others shall be included in the appropriate Contract pay item for which materials and/or equipment furnished by Summit County or others is incorporated into the work. The Contractor shall be held responsible for any shortages, deficiencies and/or damages that may occur after his acceptance.

END OF SECTION

107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.1 - Protection of Work, Property and Persons

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all precautions necessary to provide for the safety of the employees on the Work. He shall protect all materials and equipment that are to be incorporated into the Work. He shall provide all protection to prevent any damage to other property at or adjacent to the site. Property to be protected shall include, but not be limited to, pavements, roadways and recpaths, structures, utilities, trees, lawns, shrubs and walks designated to be incorporated into the completed project.

The Contractor shall comply with all legally applicable laws, orders, ordinances, rules or regulations enacted by any public body having jurisdiction over the Work. He will erect and maintain all necessary safeguards for safety and protection as required, given by the progress of the Work. He shall notify owners of adjacent utilities at such time as progress of the Work may directly effect them. The Contractor shall remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, his Subcontractors, agents, officer, representative or employee of either the Contractor or Subcontractor. Damages or losses directly attributable to the fault of the Contract Documents or to the acts, errors or omissions of Summit County, or anyone directly employed by the County, shall not be attributable in any way to the Contractor or his Surety.

The Contractor shall act promptly in emergencies to prevent threatened or potential damage, injury or loss to the Work or persons or property at, or immediately adjacent to the site. The Contractor is expected to act promptly and without special instruction or authorization from Summit County, in such instances. The Contractor shall submit prompt written notice to the County Representative defining significant changes to the Work or to the Contract Documents that directly resulted from the emergency. The County Representative shall promptly issue a Change Order covering the changes and deviations involved if deemed to be directly related to such bona fide emergency.

107.2 - Supervision by Contractor

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

The Contractor shall give the Work the constant attention, which is necessary to facilitate the progress thereof, and shall cooperate with the County Representative, his inspectors, and other Contractors in every way possible.

The Contractor shall at all times be present at the work site in person, or represented at the work site by a competent superintendent who shall supervise and direct the Work and be authorized to receive and fulfill instructions from the County Representative, and make such other binding decisions on behalf of the Contractor as are immediately necessary and appropriate.

Instructions and information given by the County Representative to the Contractor's superintendent, verbally or in writing shall be considered as having been given to the Contractor directly.

All phases of the Project such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman or the superintendent's designated representative on the site who shall have authority to accept instructions with respect to that particular phase of the Project, and take action required to properly carry out the Work.

The County Representative may require the Contractor to stop work on a specific part of the Project until the required supervision is present.

The Contractor shall file with the County Representative the names, addresses and telephone numbers of all representatives who can be contacted at any time in case of emergency. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

107.3 - Permits

Permits and licenses of a temporary nature and necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise expressly stated in the Special Provisions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Summit County.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulation bearing in any manner on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the County Representative in writing, and any necessary changes shall be adjusted as provided in Section 109.4.

The Contractor shall promptly notify the appropriate Permit Agencies of actions undertaken as required by the permit.

107.4 - Taxes

The Contractor must apply for, and receive, a Certificate of Exemption from the Colorado Department of Revenue for all construction materials to be physically incorporated into the Work. This Certificate of Exemption provides that the Contractor shall neither pay nor include in his bid prices, Sales and Use Taxes on those building and construction materials physically incorporated into the Work.

Sales and Use Taxes for the State of Colorado, Regional Transportation District (RTD) and certain Colorado Counties are collected by the State of Colorado and are included in the Certificate of Exemption.

All applicable Sales and Use Taxes (including State collected taxes), on any items other than construction and building materials physically incorporated into the Work are to be paid by Contractor and are to be included in appropriate bid items.

107.5 - Archaeological and Paleontological Discoveries

When the Contractor's operations encounter plant or animal fossils, remains of prehistoric or historic structures, prehistoric or historic artifacts (bottle dumps, charcoal from subsurface hearths, old pottery, potsherds, stone tools, arrowheads, etc.), the Contractor's effected operations shall immediately cease. The Contractor shall promptly notify the County Representative of the discovery of these materials. When ordered to proceed, the Contractor shall conduct operations in the vicinity of the discoveries as specifically directed by the County Representative. The Work will be paid for by Summit County as provided in subsection 104.02 when contract unit prices exist, or as extra work as provided in subsection 104.03 when no unit prices exist. Delays to the Contractor because of the materials encountered may be cause for extension of contract time in accordance with subsection 108.06.

107.6 - RESERVED

107.7 - Safety, Health and Sanitation Provisions

The Contractor shall provide and maintain neat, sanitary and convenient accommodations for his employees' use, as deemed necessary to comply with the requirements and regulations of the Colorado State Department of Health. Full use of the Contractor's accommodations, shall be provided to the employees of Summit County who might be assigned to the Project.

The Contractor shall provide all precautions, safeguards, safety devices and protective equipment and take any other actions reasonably necessary to protect the life and health of employees on the job, as well as, the safety of the public, and to protect all property in connection with the performance of the Work covered by the Contract.

The Contractor shall exercise caution and prudence at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws pertaining to such protection, including all Federal and State occupational safety and health acts, standards, and regulation promulgated thereunder.

107.8 - Public Convenience and Safety

The Contractor shall at all times conduct his work so as to assure the least possible obstruction and inconvenience to traffic flow and access from adjacent residents and the general public. The Contractor shall provide for the safety and the protection of persons and property of the general public, and particularly residents along the street, highway, and areas adjacent to the Work.

107.9 - Barricades and Warning Signs

The Contractor shall provide, erect, and maintain all necessary barricades, sufficient lights, danger signals and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Effective barricades shall protect roads partially or fully closed to traffic. Obstructions shall be illuminated during hours of darkness. Suitable and effective warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs far in advance of any place where operations may interfere with the use of the road by traffic. Warning signs shall also be placed at all intermediate points where the new Work crosses or coincides with an existing road.

All barricades, lights, control devices, signs and warning devices shall conform in all respects to the provisions of the Manual On Uniform Traffic Control Devices For Streets And Highways, which is hereby incorporated into and made a part of these Specifications.

107.10 - Use of Explosives

The use of explosives will be permitted only when authorized in advance writing by the County Representative and only after the Contractor has obtained the necessary permits.

Summit County reserves the right to order the discontinuance of blasting operations at any time.

107.11 - Protection and Restoration of Property and Landscape

The Contractor shall be responsible for the preservation of all public and private property within the limits of the work. He shall protect and prevent disturbance or damage to all land monuments and property markers until the County Representative has witnessed or otherwise referenced their location. He shall not disturb or damage such monuments or markers without prior express written approval from the County Representative, nor shall he move them until directed.

The Contractor shall be responsible for all damage or injury to property inflicted without first obtaining the written permission of both Summit County and the affected property owners.

Access to private property shall be maintained in order to minimize inconvenience to the property owner or lessee. The Contractor shall notify the property occupant 24 hours in advance of any construction in front of driveways. Restoring serviceability as quickly as possible shall minimize inconvenience, caused by construction across driveways and sidewalks.

107.12 - Contractor's Responsibility for Work

The Contractor shall protect, and take all necessary precautions against injury or damage, to all finished or partially finished work, including protection against action of the elements or from any other cause, until the entire project is completed by the Contractor, and accepted by the County Representative. Partial payment for completed portions of the Work shall not release the Contractor from such ongoing and continuing responsibility.

The Contractor shall be responsible for the Project in case the Work is suspended. The Contractor shall take all appropriate precautions to prevent or minimize damage to the Project. Erection of temporary structures, signs or any other appropriate and authorized facilities may be required to provide the necessary protection.

107.13 - Contractor's Responsibility for Utility Property and Services

The Contractor shall cooperate with the owners of all underground and overhead utilities, in order that the Work may progress in a reasonable manner and that duplication of work may be minimized. The Contractor shall not commence work at points adjacent to the property, equipment or service facilities of utilities until arrangements for protection, removal or movement thereof have been made. The Contractor shall not undertake work adjacent to fire hydrants until the local fire authority has approved such work with proposed provisions for continued use and service.

The Contractor shall immediately notify the proper authority if any utility service is interrupted as a result of the Contractor's operations. The Contractor shall assist and cooperate with the affected utility in the restoration of such service.

Utility service interruptions caused by the Contractor's negligence, carelessness or failure to utilize the utility's capabilities in locating services shall be the sole responsibility of the Contractor.

Utility service interruptions caused by the failure of refusal of the utility to identify and/or locate existing utilities in or adjacent to the Contractor's Work shall not be the responsibility of the Contractor. However, the Contractor shall immediately provide the County Representative written notification of the utility's non-cooperation and proceed only as expressly instructed in writing, by the County Representative.

Utility service interruption caused by errors or omissions of the County Representative, Summit County or utility shall not be the responsibility of the Contractor.

107.14 - Indemnification

The Contractor will defend, indemnify and hold harmless Summit County, its agents, employees, and elected officials from and against all claims, damages, losses, and expenses, including attorney's fees, directly or indirectly arising out of or resulting from the performance of the Work. This indemnification provisions shall apply to any such claims, damage, loss or expense that is attributable to any bodily injury, sickness, disease or death, or injury to or destruction of any tangible property, including the loss or use resulting therefrom, as may be caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, or any agent, official, representative, or employee of the Contractor or Subcontractor, shall be the responsibility of such employing party.

The obligation of the Contractor under this paragraph shall not extend liability to Contractor for acts or omissions of Summit County, its agents or employees, with regard to the preparation or approval of maps, drawings, opinions, reports, surveys, Change Order, designs or Specifications.

107.15 - No Waiver of Legal Rights

Summit County will expeditiously make a final inspection and notify the Contractor of acceptance or denial upon completion of the Work. Such final acceptance shall not preclude or prevent Summit County from correcting any measurement, estimate, or certificate made before or after completion of the Work. Nor shall

Summit County be precluded or prevented from recovering from the Contractor, his surety, or both, for any over-payment made by Summit County or for any failure by the Contractor to fulfill his obligations under the Contract. Any act or omission by Summit County deemed a waiver on a single part of the Work shall not be deemed to be a valid waiver on any other related or unrelated part of the Work.

The Contractor shall be fully liable to Summit County for any fraud, misrepresentation, latent defects or gross mistakes as may amount to fraud, as initiated by either the Contractor or the Subcontractor, or any representative, agent, employee, or official of either entity. The Contractor shall also be liable for any action, which infringes upon Summit County's rights or privileges under any expressed or implied warranty or guarantee.

107.16 - Independent Contractor

The Contractor agrees that neither it nor any employee, subcontractor, or agent used to assist them in the process of fulfilling this Agreement is an employee or agent of Summit County, nor shall the Contractor exercise supervision over any employee or official of Summit County. The Contractor shall perform hereunder as an independent contractor and shall furnish all supervision, labor, materials, equipment, supplies, other incidentals to complete this Agreement. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any moneys paid pursuant to this contract. Contractor shall have no authorization, express or implied, to bind Summit County to any agreements, liability, or understanding except as expressly set forth herein.

As an independent contractor, Contractor is responsible for complying with state and federal requirements pertaining to Workers' Compensation insurance and employee liability insurance. Contractor acknowledges that it and any employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the Owner does not pay for or otherwise provide such coverage.

END OF SECTION

108 - COMMENCEMENT, PROSECUTION, AND PROGRESS

108.1 - Notice to Proceed

Neither the Contractor nor any Subcontractor shall commence work on the Project prior to receipt of the written Notice to Proceed, issued by Summit County. The Contractor shall commence work as soon as practicable after the starting date specified in the Notice to Proceed. All work under the Contract shall be completed within the number of calendar days stated in the proposal, plus any extensions stipulated in Change Orders, which time shall toll as of the day following the starting date specified in the Notice to Proceed.

The Contractor shall notify the County Representative 24 hours in advance of the time and place where work will begin. Two working days advance notice is required for surveying and staking.

108.2 - Subletting of Contract

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts, or of his right, title, or interest therein, without the prior written consent of Summit County.

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award any work to Subcontractor(s), which in total cumulative cost is in excess of fifty (50) percent of the Contract Price, without prior written approval of Summit County.

The Contractor shall be fully responsible to Summit County for all acts and omissions of his Subcontractors, and of all their agents, officials, representatives and employees as he is for the acts and omissions of his own agents, officials, representatives and employees.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents and to give the Contractor the same power as regards terminating any subcontract that Summit County may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and Summit County.

108.3 - Schedules, Reports, and Records

The Contractor shall submit information to Summit County regarding the Work to be performed as related to quantities, progress schedules, payrolls, reports, estimates, records, regular working hours, and other data as required by the Contract Documents.

Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work.

The progress schedules shall include starting and completion dates of the various parts of this Project.

The Special Provisions shall detail requirements for submission of schedules and reports relating to Special Detail Drawings, Shop Drawings, manufacturing schedules, testing and/or inspection of materials purchased for the Project and any other specific schedule, report or record.

108.4 – Prohibitions on Public Contract for Services

- .1 The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor that fails to certify to the

Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

- .2 The Contractor shall verify or attempt to verify through participation in the Basic Pilot Verification program, as administered by the United States Department of Homeland Security, that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the Basic Pilot Verification Program prior to entering into the Contract, the Contractor shall apply to participate in the Program every three months until the Contractor is accepted or the Contract has been completed, whichever is earlier. Information on applying for the Basic Pilot Verification Program can be found at:
<https://www.vis-dhs.com/employerregistration>
- .3 The Contractor shall not use the Basic Pilot Verification Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.
- .4 If the Contractor obtains actual knowledge that a Subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - a. Notify the Subcontractor and the County within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (108.4.4)(a) of this Contract, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- .5 The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority.
- .6 If Contractor fails to comply with any requirement of this section, the County may terminate the Contract for breach and the Contractor shall be liable for actual and consequential damages.

108.5 - Character of Workmen: Methods and Equipment

The Contractor shall at all times employ sufficient labor and equipment as necessary to prosecute the Work to full completion in the manner and time required by the Contract Documents.

All workmen shall be competent and have sufficient skill, knowledge and experience in their class or work and operation of equipment, to perform all work properly, satisfactorily and efficiently.

The County Representative may provide the Contractor a written opinion that a specific person or persons are not performing in a proper and skillful manner. Further, the County Representative may request that the Contractor or Subcontractor remove such person or persons for the Work. The request may also require that persons so removed shall not again be employed in any portion of the Work without written approval of the County Representative. The Contractor shall indemnify and keep Summit County harmless from damages or claims for compensation that may occur in the enforcement of this Paragraph.

Should the Contractor or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the County Representative may suspend the Work by written notice until such orders are complied with. The Contractor shall be liable for all costs and damages as are incurred as a result of such proper supervision.

All equipment proposed for use on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any

portion of the Project shall be such that it will not damage or improperly intrude upon property adjacent to the work area.

The Contractor shall be responsible for the construction means, methods, controls, techniques, scheduling, sequences, procedures, construction safety and operations throughout the term of the Contract. Should work so produced not conform to the Specifications, the Contractor shall remove the defective work and replace it with work of the specified quality or take such corrective action as approved in advance by the County Representative. No change in basis of payment or Contract Time shall be authorized for either defective work replaced or corrective work required.

The County Representative may specify that construction be performed by the use of certain methods and equipment. Should work so provided not conform to the Specifications, the Contractor may be required to remove the defective work and replace it with work of the specified quality or take such corrective action as approved by the County Representative. The Contractor shall be compensated for rework, removal and replacement so required, if and only if the defective work was performed by the Contractor before the County Representative specified the use of certain methods and equipment which rendered such work defective. The Contractor may also seek additional compensation through the proper execution of a change order if the particular methods and equipment so specified by the County Representative are outside of the reasonable scope of the project specifications as originally bid upon. Compensation shall be computed in accordance with Section 109.5(B).

108.6 - Determination and Extension of Contract Time

The number of calendar days allowed for the completion of the Work included in the Contract will be as stated in proposal. The Contract time shall consist of the number of calendar days specified, including all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the County Representative to suspend work and to resume work following suspension shall be excluded.

The Contractor may submit a written request for an extension of the completion time. The request must set forth specific reasons of conditions beyond the control of or through no fault of the Contractor. The County Representative shall evaluate the request and may extend the time for completion as the conditions justify. If granted, the extended time for completion shall be in full effect the same as though it were the original time for completion.

108.7 - Warranty

The contractor shall warrant all materials and equipment furnished or installed and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants that the completed system is free from all defects due to faulty materials or workmanship.

The Contractor shall promptly make such corrections as are deemed necessary due to defects caused by faulty materials or workmanship, including the repair of any damages resulting from such defects. Summit County will give notice of observed defects with reasonable promptness. The Performance Bond shall remain in full force and effect through the warranty period.

108.8 - Time for Completion and Liquidated Damages

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed. Time is of the absolute essence with regards to all such time specifications.

The Contractor will proceed with the Work at such a rate of progress as to insure full completion within the Contract time. It is expressly understood and agreed, by and between the contractor and Summit County, that the Contract time for the completion of the Work described herein is a reasonable time, taking into

consideration of the average climatic and economic conditions and other factors prevailing in the locality of the Work.

Should the Contractor fail to complete the Work within the Contract time or extension of time granted by Summit County, the Contractor shall pay Summit County the amount of liquidated damages specified in the Contract Documents for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

The schedule of liquidated damages set forth below is an amount, agreed to by the Contractor and Summit County, as reasonably representing additional construction engineering costs incurred by the County if the Contractor fails to complete performance within the Contract Time.

The schedule of liquidated damages will be:

Original Contract Amount		
From More Than	To and Including	Daily Charge
\$ 0	\$ 25,000	\$ 270
\$ 25,000	\$ 50,000	\$ 465
\$ 50,000	\$ 100,000	\$ 540
\$ 100,000	\$ 500,000	\$ 950
\$ 500,000	\$ 1,000,000	\$ 1,250
\$ 1,000,000	\$ 2,000,000	\$ 1,400
\$ 2,000,000	\$ 4,000,000	\$ 1,750
\$ 4,000,000	\$ 8,000,000	\$ 1,970
\$ 8,000,000	\$ 10,000,000	\$ 2,050
Over \$ 10,000,000	Daily charge will increase by \$ 100 increments for each \$ 2,000,000 over \$ 10,000,000	

108.8.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to Summit County.

- (A) To any preference, priority of allocation order duly issued by Summit County.
- (B) To unforeseeable causes 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 or omissions of Summit County, acts of another Contractor in the performance of a Contract with Summit County, fires, floods, epidemics, quarantine restriction, strike, material or fuel shortages due to governmental regulations or allocations, freight embargoes, and unforeseeable and abnormal or unusually severe weather.

108.9 - Suspension of Work, Termination and Delay

108.9.1 Summit County may suspend all or any portion of the Work for not more than ninety days by written notice to the Contractor. The notice shall include the date on which work shall be resumed, and the Contractor shall resume work on that date. The Contractor shall be allowed an increase in the Contract Price or an extension in time of completion, or both, if determined to be directly attributable to any suspension initiated by Summit County.

108.9.2 Summit County may terminate the services of the Contractor, and take possession of the Project and all materials, and equipment deemed to be part of the Work. The termination shall be effective ten days after Summit County has delivered written notice to the Contractor if the Contractor has failed to cure the cause for termination within that 10 day period. The termination may be initiated for any of the following reasons and shall not prejudice any other right or remedy available to Summit County:

- A. The Contractor is adjudged bankrupt or insolvent.
- B. The Contractor makes a general assignment for the benefit of his creditors.
- C. A trustee or receiver is appointed for the Contractor or for any of his property.
- D. The Contractor files a petition to take advantage of any debtor's act or to reorganize under any bankruptcy law.
- E. The Contractor repeatedly fails to supply sufficiently skilled workmen, or necessary materials or equipment to maintain the construction schedule.
- F. The Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment.
- G. The Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work.
- H. The Contractor disregards the authority of the County Representative.
- I. The Contractor violates any provision of the Contract Documents.

After termination is affected, Summit County may proceed to finish the Work by whatever method it deems most expedient.

The Contractor shall not be entitled to receive any payment from time of termination until the Work is finished. All direct and indirect costs incurred in completing the Project shall be assessed against the Contract Price. Any residual moneys shall be paid the Contractor. The Contractor shall pay any unpaid balance to Summit County.

108.9.3 Summit County may also elect to suspend or abandon the Project and terminate the Contract for convenience. The action shall be effective ten days after Summit County has delivered written notice to the Contractor. This action may be initiated for any reason, without cause, and shall not prejudice any other right or remedy available to Summit County. The Contractor shall be paid for all Work executed and any substantiated expenses sustained due to the termination.

108.9.4 The Contractor may terminate the Contract for any of the following reasons. The termination shall be effective ten days after the Contractor has delivered written notice to Summit County:

- A. Summit County has suspended the Work for more than ninety days.
- B. Summit County has been issued a stop work order of ninety (90) days or more by court order or other competent public agency.
- C. The County Representative fails to act on any request for payment within thirty days after its submittal.
- D. Summit County fails to pay the Contractor within thirty days the sum approved by the County Representative or awarded by arbitrators or court.

The Contractor shall be entitled to payment for all Work properly executed to the termination date and any expenses directly sustained due to the termination.

The Contractor shall have the option of resuming work on the project provided Summit County pays the Contractor in full within 10 days after receipt of the Contractor's written notification of termination.

END OF SECTION

109 - MEASUREMENTS AND PAYMENTS

109.1 - Measurement of Quantities

Measurement for pay items in the Contract shall be as defined in the applicable Standards (Specifications) or in the Special Provisions.

All work completed under the Contract will be measured by the County Representative according to United States standard measures. The methods of measurement and computation to be used in determination of quantities of materials furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice and standards.

Longitudinal and transverse measurements for area computations will be made horizontally, and no deductions will be made for individual areas of 1 square yard or less. The neat dimensions shown on the plans or ordered in writing by the County Representative shall be used for area computation.

The term lump sum, when used as a pay item, will mean complete payment for the Work described.

Sundry items which are incident to or required in the construction of the Work, but are not included as actual items in the Bid schedule, shall be considered an integral part of the Contract, and all labor, materials, etc., required for such items shall be furnished by the Contractor and included in the appropriate unit price Bid.

109.2 - Scope of Payment

Payment for pay items in the contract shall be as indicated in the applicable Standards (Specifications) or in the Special Provisions.

Payment for the various items in the Contract shall be made at the unit price Bid in the proposal. Payment shall be compensation in full for furnishing all labor, materials, equipment and appurtenances necessary to complete the Work as shown on the plans and as required in the Specifications. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances, for the satisfactory use and operation of said item. No additional payment will be made for work related to any item unless specifically called for in the Contract or agreed to by written Change Order.

Payment may be specified to be made on the basis of weight. The weighing shall be done on certified platform scales sealed by the State Inspector. The Contractor shall furnish the County Representative with duplicate Weighmaster's Certificates showing the actual net weights. Summit County may accept the certificates as evidence of the weight delivered.

The County Representative and Contractor may agree to use a weight/volume factor in computing payment of materials specified to be measured by the cubic yard. An acceptable method of computing volumes of excavation is to determine a weight/volume factor and convert weights to volumes by means of the factor. The weight/volume factor shall be determined by Colorado Test Procedures CP22 or CP80 as described in the Colorado State Highway Division's Materials Manual. The County Representative shall determine the number of tests used to determine the material weight/volume factor. The locations where the tests are taken shall be at those locations specified in the "Method of Measurement" for the particular Bid item; i.e., Unclassified Excavation - in its original position: Fill Construction - in its final compacted position or as agreed upon in writing by the County Representative and Contractor.

109.3 - Assignments

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of Summit County.

109.4 - Alteration in Plan Quantities

Either Summit County or the Contractor may request an adjustment in the Contract Unit Price in case the quantity of one or more bid items are changed from the original bid quantities. See Subsection 104.2.

109.4.1 - Minor Items

A minor item is a Bid Item whose total contract price is less than 5% of the total original contract. Changes in quantities of minor items shall not change the Unit Price of the Item unless otherwise agreed upon in writing by Summit County and the Contractor.

Changes in a minor item quantity resulting in the Item total contract price equalling at least 5% of the total original contract shall cause the item to be treated as a major item.

109.4.2 - Major Items

A change in the Quantity of a major item shall require an increase or decrease of not less than 10% nor more than 15% in the contract Unit Price provided there is a change in the allocation of the fixed cost of the work chargeable to the item, as follows:

- (A) The original contract Bid Item quantity is decreased by 20% or more, and the increase shall apply only to the work quantity actually performed, limited to a total payment of not more than 80% of the original contract Bid Item quantity.
- (B) The original contract Bid Item quantity is increased by 20% or more, and the reduction shall apply only to that quantity in excess of 120% of the contract Bid Item quantity

Summit County reserves the right to require the work to be performed on the basis of extra work as defined in Subsection 109.5 if an equitable price cannot be agreed upon.

109.4.3 - Contractor Reimbursement

The Contractor shall be reimbursed for the loss of any work or materials already furnished according to the provisions of the Contract, if such loss is caused by such alteration as is initiated by Summit County. Reimbursement shall be at the adjusted Unit Price, but not exceeding the Unit Contract Price, for the quantity furnished. Summit County may purchase any invoice cost plus documented loading, storage and re-handling costs accrued to such purchase.

109.4.4 - Contractor Claims

No claim shall be made by the Contractor for any loss of anticipated profits because of such alterations. No claim shall be made for any variation between approximate quantities and the quantities of work as completed.

109.5 - Extra, Altered, or Force Account Work

The value of Extra, Altered or Force Account work performed in accordance with the requirements and provisions of Section 104 shall be determined by the County Representative in one or more of the following ways:

- (A) By unit Bid prices or lump sum, either as set forth in the original proposal or as agreed upon by both the Contractor and the County Representative and stipulated in the Change Orders authorizing the Work. Should both parties fail to agree on a basis of payment, the County Representative may order the Work done on an actual cost basis.

(B) According to an actual cost basis for which reimbursement will be determined in the following manner:

(1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of pay (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work.

An amount equal to 67% of the above rates will also be paid the Contractor to cover overhead, additional bond, property damage and liability insurance, workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes.

In addition to the wage plus 67% of the wage, the actual amount of fringe benefits will be paid to the Contractor of those work classifications which carry fringe benefits resulting from collective bargaining agreements or as required by U.S. Department of Labor Wage Schedules. (Fringe benefits are those payments made by the Contractor to a third party or trustee to cover such things as, but not limited to, health and welfare, pensions, vacations, apprenticeship programs and industry advancement funds). Also the Contractor shall receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances which are the result of a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work. The 67% factor shall not apply to fringe benefits, subsistence and travel allowances paid to the workman, to a third party, or to a trustee.

(2) Materials. For materials accepted by the County Representative and used in the Work, the Contractor shall receive the actual cost of such materials delivered on the Work, including transportation costs incurred directly by the Contractor by him (excluding machinery rentals as hereinafter set forth), to which a 15% fee shall be added to the Contractor's cost.

(3) When Extra Work or Force Account Work is performed on the Project by a Subcontractor or specialty firm, including utilities and railroads, in accordance with the provisions of an extra Work Order, a percentage based on the following table will be allowed as additional to the total compensation due as calculated under this Subsection. This additional percentage is to reimburse the prime Contractor for the administrative expenses incurred in connection with the Work. Bid items and any other work in the original contract are not to be considered. Percentages allowed will be applied to each individual billing for extra work, not to exceed one billing per month.

To \$1,000.....	10%
Over \$1,000 to \$10,000.....	\$100 plus 5% of excess over \$1,000
Over \$10,000	\$550 plus 3% of excess over \$10,000

Approval of this additional percentage will be made after the Contractor furnishes certified invoices.

(4) Equipment. The Contractor shall be paid in accordance with the rental rates specified in the most current issue of the Colorado Department of Highways Construction Equipment Rental Rate Schedule or as agreed upon in writing before the work is begun, the use of which has been expressly authorized by the County Representative. Such rental rates shall exclude labor, but shall include fuel and lubricants, to which will be added the cost of transporting such special equipment to the job site.

(5) Miscellaneous. Additional allowance will not be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Compensation. The Contractor's representative and the County Representative shall compare records and agree upon the payment for work done as ordered.

(7) Statements. Payment will not be made for work performed until the Contractor has furnished the County Representative with itemized statement of the cost of such Extra, Altered or Force Account Work.

Statements shall be accompanied and supported by certified invoices for all materials used. However, if materials used on the Extra, Altered or Force Account Work are not specifically purchased for such work, but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish a written, notarized statement certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. Contractor shall be held liable for any misrepresentations made in such statements, of any material nature, as if he committed fraud pursuant to section 107.15.

109.6 - Eliminated Items

Should any items contained in the proposal be found unnecessary for the proper completion of the Work, the County Representative shall notify the Contractor in writing to eliminate the item. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all costs incurred, including mobilization of materials and equipment prior to the elimination of such items. However, if Contractor conducts any work with such an eliminated item, subsequent to receipt of proper notification from the County Representative not to utilize a particular item, any costs incurred in remedying such error shall be borne entirely by the Contractor.

109.7 - Change Orders

Only a Change Order may change the Contract Price. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (A) Unit prices previously approved.
- (B) An agreed lump sum.
- (C) The procedure set forth in Subsection 109.5.

109.8 - Payments to the Contractor

Payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the County Representative, of the value of the work performed and materials placed in accordance with the Contract Documents and for material delivered. Summit County shall deduct retainage from the partial payments in amounts specified to protect the interests of Summit County and will retain this money until after completion of the entire Contract.

The amount to be retained from payments will be 10 percent of the value of the completed work, exclusive of mobilization and payments for materials on hand, but not greater than five percent of the amount of the Contract. When the retainage has reached 5 percent of the amount of the Contract, Summit County shall have the option, exercised at its sole subjective discretion, of continuing or discontinuing to deduct retainage from all subsequent partial payments.

Any Contract exceeding \$80,000 shall be subject to the provisions of Title 24, Colorado Revised Statutes 1973, Article 91, entitled: "Concerning Retention in Construction Contracts with Public Entities". This includes the amount of retention, the form and method of securing and disbursing the retention.

The Contractor shall submit a complete and signed progress payment estimate monthly. The estimate shall be delivered to the County Representative the 20th of each month or a date agreed upon by the Contractor

and the County Representative. The estimate shall cover all work performed during the preceding month and shall be supported by such data as the County Representative may reasonably require. Materials and equipment delivered and suitably stored at or near the site, but not incorporated in the Work may be included in an estimate; provided, however, the Contractor shall include supportive data establishing title in the name of Summit County.

The County Representative shall approve or disapprove payment of the estimate within 10 days. Written notification denying the estimate shall be delivered to the Contractor and shall include specific reasons for the disapproval.

Summit County shall pay the Contractor each approved progress payment within 30 days of date of approval or provide written reasons why payment may be delayed and establish a firm payment schedule. The progress payment shall be the amount of the approved estimate less retainage as set forth above.

The Contractor may submit a written request for full payment, including retainage, for a part of the Work that has been completed and accepted by the County Representative. A unit or lump sum price must be stated in the Contract for the completed part or the request may not be considered.

Summit County, with the approval of the County Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not necessarily constitute an acceptance of such portions of the Work.

Summit County shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work. Any damaged work as may be caused by agents or employees of Summit County shall not be the responsibility of the Contractor.

The County Representative shall issue a certificate attached to the final payment request that the Work has been completed by the Contractor, and accepted by Summit County under the conditions of the Contract Documents. The entire balance due the Contractor, including the retained percentages, except such sums as may or must be lawfully retained by Summit County, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

The Contractor shall indemnify and save Summit County or Summit County's agents, employees, officers or representatives, harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, suppliers and furnishers of machinery, parts, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at Summit County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, Summit County may, after having notified the Contractor, either pay undisputed unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents. In paying undisputed unpaid bills of the Contractor, any payment so made by Summit County shall be considered as a payment made under the Contract Documents by Summit County to the Contractor and Summit County shall not be liable to the Contractor for any such payments made in good faith.

If Summit County fails to make any approved partial payment within 10 days of the approval by the County Representative or final payment thirty (30) days after approval by the County Representative, there shall be added to each payment interest at the maximum statutory rate commencing on the first day after said undisputed payment is due and continuing until the payment is received by the Contractor. This in no way limits any other remedy available to the Contractor.

109.9 - Settlement of Claims and Disputes

Summit County and the Contractor agree that prompt and equitable settlement of all claims, disputes and other matters in question arising out of, or relating to the Contract Documents, or the breach thereof, is in the best economic interest of both parties. Therefore, Summit County and the Contractor both agree to attempt to settle all claims, disputes and such other matters in question by sincere and earnest negotiation prior to any demand of arbitration or initiation of litigation. Negotiation shall begin at the earliest time acceptable to both parties after written notification requesting negotiation. Negotiations, once begun, shall continue at a schedule convenient to both parties until a settlement is agreed upon, or until either party indicates in writing that a settlement is not possible.

Both parties may agree to enlist the aid of a third party to assist in the negotiations and in determining an equitable settlement. The third party shall be a person who is of good reputation, acceptable to both parties and knowledgeable of the engineering construction industry. The third party shall act in a mediation capacity and shall be authorized to establish such rules as deemed necessary to conduct negotiations to a successful settlement.

In the event that a negotiated settlement is not possible, both parties may mutually agree in writing to submit such claims, disputes or other matters as defined above to arbitration. Settlement shall be decided in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under applicable statutes or laws. The award rendered by the arbitrators may be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If the parties so concur, a signed Agreement to Arbitrate shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the County Representative. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by an applicable statute of limitations, prohibited by State Constitution, local charter, ordinance or any other applicable law, or for such claims which have been waived by the making and acceptance of final payment as provided by Section 109.8.

The Contractor shall carry on the Work and maintain the progress schedule during any negotiation or arbitration proceedings, unless otherwise mutually agreed upon in writing.

109.10 - Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to Summit County of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor in writing, for all things done or furnished in connection with this Work and for every act and neglect of Summit County and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Material Payment Bond.

END OF SECTION

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SPECIAL PROVISIONS
FOR
2019 Swan Mountain Road Pathway Improvements
Summit County Project Number OST 19-001

Revision of Section 109 - Asphalt Cement Cost Adjustment (Asphalt Cement Included in the Work)

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.8 shall include the following:

(A) Contract price adjustments will be made to reflect increases or decreases in the price of asphalt cement from that in effect during the month in which bids were received for the Contract.

1. Price adjustments will be based on the asphalt cement price index established by the Department on the first working day of each month. The index will be the spot price per barrel of Western Canadian Select (WCS) as published on <http://www.encana.com/doingbusiness/crudeoilpricing/index.htm> for the first working day of the month. The index from this source will be converted to US Dollars using the currency converter at <http://finance.yahoo.com/currency> by converting the posted price of Canadian Dollars per cubic meter of WCS on Encana.com to US Dollars per cubic meter. A conversion factor of 0.89 cubic meter per Ton will be used to convert the posted price from cubic meter to tons. The converted index number will be posted on the CDOT website at:

<http://www.dot.state.co.us/DesignSupport/Construction/Fuel%20Cost%20Adjustments/EnCana%20Asphalt%20Cement%20Cost%20Adjustments/Asphalt%20Cement%20Cost%20Adjustment%20Index.htm>

2. Price adjustments will be paid on a monthly basis with the following conditions:
 - a. Payment will be based on the pay quantities on the monthly partial pay estimate for the following pay items when asphalt cement is included in the pay items:

403 Hot Mix Asphalt
403 Stone Matrix Asphalt
 - b. A price adjustment will be made only when the asphalt cement price index varies by more than 5 percent from the asphalt cement price index at the time of bid, and only for that portion of the variance in excess of 5 percent. Price adjustments may be either positive or negative dollar amounts.
 - c. Asphalt cement cost adjustments will not be made for any partial estimate falling wholly after the expiration of contract time.
 - d. Adjustment formula:

EP greater than BP:
$$ACCA = (EP - 1.05 BP)(PA) (Q)$$

EP less than BP:
$$ACCA = (EP - 0.95 BP) (PA) (Q)$$

Where:

BP = Asphalt Cement price index for the month in which bids are opened

EP = Asphalt Cement price index for the month in which the partial estimate pay period ends

ACCA = Asphalt Cement Cost Adjustment

PA = Percent of the paving mixture that is asphalt cement. Asphalt Cement content will be determined by the weighted average of all asphalt cement content percentages obtained from the field acceptance tests for that item (Use decimal in formula, e.g.: 0.05.). If Reclaimed Asphalt Pavement (RAP) is used the percent of Virgin Asphalt Cement added to the mix will be determined by subtracting the percent of asphalt cement in the Reclaimed Asphalt Pavement (RAP) from the percent of asphalt cement in the mix as calculated from Revision of Section 401 Reclaimed Asphalt Pavement.

Q = Increased pay quantity for all 403 items shown above on the monthly partial pay estimate in Tons.

- e No adjustment will be allowed for the quantity of any item that is left in place at no pay or for material removed and replaced at the Contractor's expense.
- f The asphalt cement cost adjustment will be the sum of the individual adjustments for each of the pay items shown above. No adjustment will be made for asphalt cement costs on items other than those shown above.
- g Asphalt cement cost adjustments resulting in an increased payment to the Contractor will be paid for under the planned force account item: Asphalt Cement Cost Adjustment. Asphalt cement cost adjustments resulting in a decreased payment to the Contractor will be deducted from monies owed the Contractor.

Summit County Government

Open Space and Trails Department

Contractor's Acceptance or Rejection of Asphalt Cement Price Adjustment

Date: _____

Project Number: OST-19-001

Project Name: Swan Mountain Road Pathway Improvements

Bidders have the option to accept asphalt cement cost adjustments in accordance with the **REVISION OF SECTION 109 – ASPHALT CEMENT ADJUSTMENT WHEN ASPHALT IS INCLUDED IN THE BID PRICE FOR HOT MIX ASPHALT (HMA)**. To accept the asphalt cement cost adjustment provision and make it a part of the Contract, the bidder must fill in an “X” next to “YES”, below. To reject the asphalt cement cost adjustment provision, the bidder must fill in an “X” next to “NO”, below. The asphalt cement cost adjustment provision will not be applied to the Contract when the bidder marks “NO”. If neither line is marked, Summit County will assume the bidder rejects the asphalt cement cost adjustment provision for this project. After bids are submitted, bidders will not be given any other opportunity to accept or reject the asphalt cement cost adjustment provision. **This form must be submitted with the bid.**

Mark only one line with an “X”

YES, I choose to accept asphalt cement cost adjustments for this project.

NO, I choose not to accept asphalt cement cost adjustments for this project.

If neither line is marked, or if both lines are marked, the default is “NO, I choose not to accept asphalt cement cost adjustments for this project.”

Please place a check in the box for PG binder that has a fixed price.

PG 58-28

*Please place a check in the box for PG binder that **DOES NOT** have a fixed price.*

PG 58-28

Company Name	By (Signature)
Address	Print Name
City, State and Postal Code	NOTE: This document must be signed in ink by an individual with legal authority to bind the Contractor

Bid Item No. 1 – Mobilization

Description:

This work consists of the mobilization of personnel, equipment, and supplies at the project site in preparation for work on the project. Areas used for mobilization shall be approved by the County Representative.

Basis of Payment:

Partial payments for mobilization, which is considered by the County to be in compliance with this Contract, will be made by the following schedule:

1. When 25% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
2. When 50% of the original contract amount has been earned, 100% of the amount bid for mobilization will be paid.

Payment will be made under:

Pay Item:	Pay Unit:
1 - Mobilization	Lump Sum

END OF SECTION

Bid Items No. 2 – Traffic Control

Description:

This work consists of obtaining County approval on the Traffic Control Plan (TCP), furnishing, installing, moving, maintaining and removing temporary traffic signs, barricades, and masking and unmasking existing signs in construction zones as required by the CDOT *Standard Specifications for Road and Bridge Construction*, the Manual on Uniform Traffic Control Devices for Streets and Highways and the Colorado Supplement thereto, in accordance Contract. Devices shall comply with NCHRP 350 criteria requirement. When a device is not in use, the Contractor may remove it from the project for the period it is not needed. Devices temporarily not in use shall, as a minimum, be removed from the shoulder area. Moving will include devices removed from the project and later returned to use.

Materials

Signs and Barricades

Construction traffic sign and barricade materials shall conform to the applicable portions of Section 614 of the CDOT *Standard Specifications for Road and Bridge Construction* with the following exception:

1. Sign panels may be fabricated from plywood, aluminum, steel, or other suitable materials provided they are stable and durable enough to meet the other requirements of Section 614 of the CDOT *Standard Specifications for Road and Bridge Construction*. Material that the County Representative determines is inadequate to produce the desired results, shall not be used.
2. Reflective sheeting shall conform to the requirements of subsection 713.04 of the CDOT *Standard Specifications for Road and Bridge Construction*. Retroreflective sheeting shall be one of the types specified for the particular application in Table 1.
3. Retroreflective sheeting for all signs requiring an orange or yellow background shall be fluorescent.

Table 1

RETROREFLECTIVE SHEETING TYPES			
Sheeting	Type III	Type VI	Fluorescent (1)
Application	Work Zone	Work Zone	Work Zone
All Orange Construction Signs (Including Roll-up Signs)			X
Barricades (Temporary)	X		
Vertical Panels	X		
Flaggers Stop/Slow (May include flashing light approved under SHRP product # 3016)	X		X
Drums (2)	X		
Non orange Fixed support signs with prefix "W"	X		X
Special warning signs			X
STOP sign (R 1-1), YIELD sign (R1-2) WRONG WAY sign (R5-1a), DO NOT ENTER sign (R5-1), EXIT sign (E5-1a)	X		
DETOUR sign (M4-9) or (M4-10)			X
All other fixed support signs (3)	X		X
All other signs which use is limited to working hours only	X	X	X
1 - Fluorescent sheeting shall be of a type that is on the Colorado Approved Products List. 2 - Drum sheeting shall be manufactured for flexible devices. 3 - Fixed support signs are defined as all signs that must remain in use outside of working hours. They shall be mounted in accordance with Standard Plan S-630-1, Note 12, unless otherwise approved.			

The Contractor shall provide sign panel legend for standard signs in accordance with "Standard Highway Signs" published by the FHWA and the Colorado Supplement thereto, and sign panel legend for special signs in accordance with the detailed sign layouts provided by the County Representative.

Traffic Cones

Traffic cones shall not be used outside of working hours unattended. The minimum cone height shall be 28 inches.

When traffic cones are used during night time they shall be reflectorized. The reflectorized material shall be selected from the Colorado Approved Products List and shall have a smooth, sealed outer surface that will display the same approximate color day and night. Reflectorization of cones shall be provided by a white band at least 6 inches wide placed no more than 3 to 4 inches from the top, and an additional white band, 4 inches wide, placed a minimum of 2 inches below the 6 inch band.

Tubular markers shall be 3 to 3½ inches in diameter, shall be 36 inches ±½ inch in height, predominantly orange in color, and shall be reflectorized.

General

All traffic control devices shall be provided with all components necessary to comprise a complete installation.

Work zone devices that do not meet NCHRP 350 requirements shall not be used.

Portable devices that require weight to prevent overturning shall be weighted with appropriate sized sand bags.

Traffic control devices that are damaged, weathered, worn, or otherwise determined to be unacceptable, shall be replaced at the Contractor's expense.

Delineator (Type) (Temporary) shall conform to Delineator (Type) described in Section 612 of the CDOT *Standard Specifications for Road and Bridge Construction*. Undamaged Delineator (Type) (Temporary), when approved, may be used as Delineator (Type).

CONSTRUCTION REQUIREMENTS

Traffic Control Plan

The Contractor shall control traffic in accordance with the Traffic Control Plan (TCP), as described below. To implement the TCP, the Contractor shall develop and submit a Method for Handling Traffic (MHT) for each different phase of construction which shows the Contractor's proposed construction phasing and proposed traffic control devices consistent with the TCP. If at any time the Contractor desires to change the MHT, it shall be considered a different phase requiring a new MHT.

The TCP, in accordance with Chapter 6C and the application shown in Figure 6H-8 of the Manual on Uniform Traffic Control Devices for Streets and Highways, will include a recpath closure with an off-site detour. The recpath shall be open and passable to the public on weekends and non working days. The Contractor is responsible for taking all appropriate and necessary steps and precautions to ensure the safety of the recpath users while reconstructing the recpath.

Any major revision to the TCP as determined by the County Representative must be authorized by a contract modification order and approved by Summit County.

Each proposed MHT shall be approved in writing by the County Representative before the corresponding phase of construction will be allowed to begin. The initial MHT shall be submitted at the preconstruction conference.

The proposed MHT shall include as a minimum the following:

- (1) A detailed diagram which shows the location of all traffic control devices, including advance construction signs; method, length and time duration for closures. Recpath closures shall be kept to a minimum in both length and duration, and cause a minimum of interference to the traveling public, consistent with the work being performed.
- (2) A tabulation of all traffic control devices shown in the detailed diagram including, but not limited to: construction signs; vertical panels; Type 1 and Type 2 barricades; Type 3 barricades; cones. Traffic control devices may be used for more than one operation or phase. However, all devices required for any particular phase must be detailed and tabulated for each phase.
- (3) The Contractor shall furnish supporting references from documents such as the MUTCD, Standard Plans, etc. for any devices incorporated into the MHT which are not included in the TCP provided by the Contract.
- (4) An access maintenance plan for all properties requiring access during construction. This plan shall also indicate the areas where equipment will be stored, vehicles parked, and construction signs and materials stored, if within the project limits. The Contractor shall ingress and egress the project at existing access points, including median crossings, shown on the plans, unless otherwise approved.
- (5) A plan for maintaining and controlling pedestrian, bicycle, and other nonvehicular traffic.
- (6) A plan for emergency vehicle access.

Temporary Masking Signs

Sign legend or portions thereof that conflict with the construction signing or Traffic Control Plan shall be completely covered by the Contractor so that none of the covered sign or legend is visible to traffic.

If the whole sign is to be covered, it shall be covered with a nontransparent material that covers the entire face of the sign.

If partial legend is to be covered, it shall be with a material furnished with reflective sheeting conforming to Section 713 of the CDOT *Standard Specifications for Road and Bridge Construction* and shall be the same color as the masked panel.

All covering materials shall be plywood, hard-board, sheet metal, aluminum, or reinforced plastic, and shall be durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project. Examples are aluminum at least 0.040 inch thick, and plywood at least 3/8 inch thick. Adhesives, glues, tapes, or mechanical fasteners that mar the face of the panel to be masked shall not be used.

General

Portable construction traffic signs shall be removed when not required. Permanently mounted construction traffic signs shall be masked or turned away from traffic when not required. When work is suspended, or the project is in free time, and there is no condition requiring traffic control devices or construction traffic signs, all of the construction traffic signs shall be masked or turned away from traffic. If this condition is to exist for more than 30 days, all construction traffic signs shall be removed. When storing portable signs or supports within the project they shall be removed beyond the clear zone and shall not be visible to traffic. All storage areas shall be approved. When masking is used, it shall be done in accordance with subsection 630.11 of the CDOT *Standard Specifications for Road and Bridge Construction*.

The retroreflective surfaces of all signs and other traffic control devices shall be cleaned as frequently as necessary to preserve their legibility and retroreflectivity. However, all devices shall be cleaned a minimum of once every two weeks.

Vertical panels fabricated with vehicle wheel rims, and steel drum channelizing devices shall not be used.

BASIS OF PAYMENT

Partial payments for traffic control which is considered by the County to be in compliance with this Contract.

Payment will be made under:

Pay Item	Pay Unit
2 -Traffic Control – Signage, Barrels, Cones, Misc	Lump Sum

This unit bid price also includes the following items:

Temporary masking signs, including the covering materials and fastening devices, will not be measured and paid for separately but shall be included in the work.

If the Contractor fails to complete construction within the approved contract time, Payment will not be made for the pay items for the period of time after expiration of the approved contract time. These items shall be provided at the Contractor's expense.

END OF SECTON

Bid Item No. 3 – Sawcut Existing Asphalt

Description:

This work consists of all costs associated with saw cutting existing asphalt and providing infrared patch at existing connections.

Basis of Payment:

- 1) Payments will be based upon a linear foot basis.

Payment will be made under:

Pay Item:	Pay Unit:
3 – Sawcut Existing Asphalt	Linear Foot

END OF SECTON

Bid Item No. 4 – Demolition

Description:

This Item consists of all the costs associated with the demolition of the existing asphalt driveway and path associated concrete and any other items necessary to complete the reconstruction of the driveway entrance and pathway and other improvements identified on the plans.

Construction Requirements:

Construction and material requirements for the Demolition shall be in accordance with the details and requirements on the plans.

Method of Measurement:

The Demolition will be measured on a Lump Sum (LS) basis.

Basis of Payment:

Payment will be made on a Lump Sum basis.

Payment will be made under:

Pay Item:
4 – Demolition

Pay Unit:
Lump Sum

END OF SECTON

Bid Item No. 5 – Milling of Existing Asphalt

Description:

This work consists of the milling of the existing asphalt mat to a minimum depth of 2” as shown on plans

Construction Requirements:

Construction and material requirements shall be per the latest edition of CDOT Standard Specifications for Road and Bridge Construction and these special provisions.

The Contractor shall not commence any milling operations until the hot mix asphalt (HMA) Mix Design (CDOT Form 43) has been approved.

Prior to beginning milling operations, the Contractor shall submit a milling plan for approval by the County Representative. This Plan shall include:

- 1) The number and types of mill to be used
- 2) The width and location of each mill pass
- 3) The number of types of brooms to be used, and there locations with respect to mill. The Contractor shall have at least one back up broom on the project at all times in case of operating broom breaks down.

Each planer shall conform to the following:

The planer shall have sufficient power, traction, and stability to maintain an accurate depth of cut.

The propulsion and guidance system of the planer shall be maintained in such condition that the planer may be operated to straight and true lines.

Operation with broken or missing teeth will not be allowed. Worn teeth shall be replaced if the planer does not produce a uniform surface.

The planer shall be capable of picking up the removed asphalt in a single operation. A self loading conveyer shall be an integral part of the planer. Windrows will not be allowed.

All planed areas shall be broomed with a pick up broom, unless otherwise specified, before being opened to traffic. A sufficient number of brooms shall be used immediately after planning to remove all planed material remaining on the roadway.

If the Contractor fails to adequately clean the roadway, work shall cease until the County Representative has approved the Contractor's revised written proposal to adequately clean the roadway.

At the completion of each days work, vertical edges caused by planning that are greater than 1 inch in height shall be:
Longitudinal – tapered to not less than a 3:1 slot, Transverse – tapered to not less than a 50:1 slope.

The roadway shall be left in a safe and usable condition at the end of each work day. All required pavement markings, removed by the planning, shall be restored before the roadway is opened to traffic.

All planning shall be completed parallel to the travel lanes unless otherwise directed by the County Representative. All planning shall be completed full width before resurfacing commences.

All planning shall be completed full width before resurfacing commences.

Method of Measurement:

Milling of asphalt mat will be measured by the area in square yards, completed to the required depth, and accepted.

Basis of Payment:

Payment will be made under:

Pay Item:
5 – Milling of Existing Asphalt

Pay Unit:
Square Yard

END OF SECTON

Bid Item No. 6 – Clear, Grub and Prep for Path

Description:

This Item consists of all the costs associated with clearing, grubbing and preparing subgrade for the new pathway, including all costs associated with disposing of unsuitable material and vegetation, along with any other costs necessary to complete this item.

Construction Requirements:

Construction and material requirements for the Clearing, Grubbing and preparation of subgrade shall be in accordance with the details and requirements on the plan and documents..

Method of Measurement:

The Clear, Grub and Prep for Path will be measured on a Lump Sum (LS) basis.

Basis of Payment:

Payment will be made on a Lump Sum basis.

Payment will be made under:

Pay Item:
6 – Clear, Grub and Prep for Path

Pay Unit:
Lump Sum

END OF SECTON

Bid Item No. 7 – Regrade UBSD Driveway Entrance

Description:

This Item consists of all the costs associated with the regrading of the existing UBSD driveway entrance to the grades shown on the plans.

Construction Requirements:

Construction and material requirements for the Regrade UBSD Driveway Entrance shall be in accordance with the details and requirements on the plans.

Method of Measurement:

The Regrade UBSD Driveway Entrance will be measured on a Lump Sum (LS) basis.

Basis of Payment:

Payment will be made on a Lump Sum basis.

Payment will be made under:

Pay Item:
7 – Regrade UBSD Driveway Entrance

Pay Unit:
Lump Sum

END OF SECTON

Bid Item No. 8 – Adjust Existing Sewer Manhole RIM

Description:

This Item consists of all the costs associated with adjusting the existing sewer manhole RIM grade as shown on the plans.

Construction Requirements:

Construction and material requirements for adjusting the existing sewer manhole RIM grade per the details and requirements of the Upper Blue Sanitation District.

Method of Measurement:

The Adjust Existing Manhole RIM grade will be measured on a Lump Sum (LS) basis.

Basis of Payment:

Payment will be made on a Lump Sum (LS) basis.

Payment will be made under:

Pay Item:
8 – Adjust Existing Manhole RIM Grade

Pay Unit:
Lump Sum

END OF SECTON

Bid Item No. 9 – Step Joint

Description:

This Item consists of all the costs associated with the Step Joint shown on the plans.

Construction Requirements:

Construction and material requirements for the Step Joint with the details and requirements on the plans.

Method of Measurement:

The Step Joint will be measured on a Linear Foot (LF) basis.

Basis of Payment:

Payment will be made on a Linear Foot basis.

Payment will be made under:

Pay Item:
9 – Step Joint

Pay Unit:
Linear Foot

END OF SECTON

Bid Item No. 10 – Import Fill

Description:

This Item consists of all the costs associated with the providing and installing the Import Fill shown on the plans.

Construction Requirements:

Construction and material requirements for the Step Joint with the details and requirements on the plans.

Method of Measurement:

The Import Fill will be measured on a Import Fill (CY) basis.

Basis of Payment:

Payment will be made on a Cubic Yard basis.

Payment will be made under:

Pay Item:
10 – Import Fill

Pay Unit:
Cubic Yard

END OF SECTON

Bid Item No. 11 and 12
Hot Mix Asphalt (Grading SX) (58-28)

Description:

This work consists of constructing one or more courses of bituminous pavement on a prepared base in conformity with the details shown on the plans or established.

Construction Requirements:

1. The construction of Hot Mix Asphalt (HMA) pavements shall be in accordance with these standards and with the latest edition of The Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction*. In the event of discrepancies between these standards and the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, the more stringent of the two shall take precedence over the other.
 - i. General Conditions: Hot Mix Asphalt (HMA) mix shall be placed only on properly constructed and accepted surfaces that are free from water, snow and ice.
 - a. The Hot Mix Asphalt (HMA) mixture shall be placed within the air temperature limitations as shown in Table 5-18 and only when weather conditions otherwise permit the pavement to be properly placed and finished.
 - b. The top lift of Hot Mix Asphalt (HMA) pavement shall not be placed between October 1st and April 1st unless otherwise approved by the County Representative. This approval will not waive the above table or any other specifications.
 - c. When it is in the public's best interest and approved by the County Representative, the following shall apply:
 2. Minimum temperature requirements may be waived for prime coats and layers of Hot Mix Asphalt (HMA) below the top layer of the completed pavement. However pavement operations will be suspended when density requirements are not met.
 3. The County Representative shall have the authority to delay paving if it is their opinion the recpath subgrade may continue to have structural problems such as settling. The delay will be through one winter and spring season. The road or recpath will again be inspected in the early summer. At that time, the following will occur:
 - a. Repair of any subgrade problems that may have occurred.
 - b. A decision to allow paving to occur or the delay of possible paving until the next year.
 - c. A financial guarantee for paving will be in place until such time that paving occurs. After paving, a financial guarantee shall be in place to warranty the structural integrity of the recpath.
 - ii. Pavement Thickness: When Hot Mix Asphalt (HMA) pavement thicknesses in excess of 3 inches are called for, they shall be laid in separate courses of not less than 1-1/2 inches nor more than 3 inches. The thicknesses called for are finished thicknesses after compaction.
 - iii. Hot Mix Asphalt (HMA) Mixing Plants: Hot Mix Asphalt (HMA) mixing plants shall be capable of producing a uniform mixture, have adequate capacity and be maintained in good mechanical Condition.
 - a. Dust, smoke or other contaminates shall be controlled at the plant site to meet all air quality requirements in accordance with the "Colorado Air Quality Act", Title 25, Article 7, CRS and regulations promulgated thereunder.
 - b. Hot Mix Asphalt (HMA) plant mix shall not be stored longer than nine hours, unless

additional protective measures are used and approved.

- iv. Hauling Equipment: Trucks used for hauling Hot Mix Asphalt (HMA) mixtures shall have tight, clean smooth metal beds thinly coated with a minimum amount of paraffin oil, lime solution or other approved release agent. Petroleum distillates such as kerosene or fuel oil will not be permitted. Each truck shall have a cover or canvas or other suitable material to protect the mixture from the weather.
- v. Hot Mix Asphalt (HMA) Pavers: Self-propelled Hot Mix Asphalt (HMA) pavers shall be provided and equipped with an activated screed assembly, heated if necessary, capable of spreading and finishing the Hot Mix Asphalt (HMA) material in lane widths applicable to the typical section and thickness shown on the approved plans and the figures contained in these standards. Pavers used for shoulder and recpath construction shall be capable of spreading and finishing courses of Hot Mix Asphalt (HMA) plant mix material in the width and thickness shown on the approved plans and figure contained in these standards.
 1. The paver's receiving hopper shall have sufficient capacity for a uniform spreading operation and shall have an automatic distribution system that will place the mixture uniformly in front of the screed.
 2. The screed or strike-off assembly shall produce the specified finish surface without tearing, shoving or grouping the mixture.
 3. Pavers shall be equipped with automatic screed controls with sensors capable of sensing grade from an outside reference line and maintaining the screed at the specified longitudinal grade and transverse slope. The sensor shall be constructed to operate from either or both sides of the paver and shall be capable of working with the following devices:
 4. Ski-type device at least 30 ft. in length
 5. Short ski or short shoe
 6. At least 5000 ft of control line and stakes
 7. The controls shall be capable of maintaining the screed at the specified transverse slope within plus or minus 0.1 percent.
 8. Manual operation will only be permitted for constructing irregular shapes and minor areas. In addition, if the automatic controls fail or malfunction, the equipment may be operated manually for the remainders of the normal working day provided specified results are maintained.
 9. If the contractor/developer fails to obtain and maintain the specified surface tolerances, the paving operation shall be suspended until satisfactory corrections, repairs or equipment replacements are made.
- vi. Surface Conditioning: Irregularities in the existing pavement or base shall be brought to uniform grade and cross-section.
- vii. Prior to placing tack coat and beginning paving, all surfaces to be tack coated shall be swept to remove accumulations of loose gravel and debris. Tack coat will be required between all pavement courses. Tack coat or other types of bituminous material as specified, shall be placed on the contact surfaces of curbs, gutters, headers, manholes, etc., prior to the placement of Hot Mix Asphalt (HMA) against them.
- viii. Spreading and Finishing: The minimum temperature of the mixture when discharged from the mixer and when delivered for use shall be 275 degrees and 235 degrees respectively, when PG58-28 binder is specified.
- ix. The Hot Mix Asphalt (HMA) mixture shall be transported and placed on the recpath without segregation. All segregated areas behind the paver shall be removed immediately upon discovery. The

segregated material shall be replaced with specification material before the initial rolling has taken place. Immediately after the course is screened and before roller compaction is started, the surface shall be checked, any inequalities adjusted, all fat sandy accumulation from the screen removed by a rake or hoe and all fat spots removed and replaced with satisfactory material. Irregularities in alignment and grade along the outside edge shall also be corrected by the addition or removal of mixture before the edge is rolled. Special attention shall be given to the straightening of each course immediately following the initial rolling

- x. Compaction: The Hot Mix Asphalt (HMA) pavement shall be compacted by rolling. Both steel wheel and pneumatic tire rollers will be required. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt cement (PG 58-28, PG 58-22, or PG 64-22) and the surface temperature falls below 185° F, no further compaction effort will be permitted unless approved. If the mixture contains modified asphalt cement (AC-20R, or PG 64-28) and the surface temperature falls below 230° F no further compaction effort will be permitted unless approved.
 - xi. Final compaction shall result in a course that is smooth and true to the established crown and grade. It shall have the average thickness specified and shall at no point vary more than ¼ inch from the thickness specified. All roller marks shall be removed with the finish rolling. Use of vibratory rollers with the vibrator on will not be permitted on final rolling.
 - xii. The surface of the finished pavement shall be free from depression exceeding 3/16 inch in ten feet as measured by a ten-foot straight edge measured in any direction or an automobile mounted recording profilometer.
 - xiii. The asphalt concrete pavement shall be compacted to a density of 92% to 96% of the maximum theoretical density, as determined according to Colorado Procedure 51. Field density determinations will be made in accordance with Colorado Department of Transportation Procedure #44 and #81.
 - xiv. Along forms, headers, curbs, walls and all other places not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers.
 - xv. Any mixture that becomes loose and broken, mixed with dirt, or in any way defective, shall be removed and replaced with fresh hot mixture, which shall be compacted to conform to the surrounding area.
 - xvi. Joints: Longitudinal and transverse joints shall be well bonded and sealed. Joints shall be painted with cutback asphaltic cement where necessary to obtain this result. In making the joint along any adjoining edges such as curb, gutter or an adjoining pavement and after the hot mixture has been placed by the finishing machine, just enough of the hot material shall be carried back to fill any space left open. The joint shall be properly set up with the back of a rake at proper height and level to receive the maximum compression under rolling.
 - xvii. Joints between old and new pavements or between successive days work shall result in a thorough and continuous bond between the old and new surfaces. The edge of the previously laid course shall be cut back to its full depth to expose a fresh surface, after which the hot mixture shall be placed against it and raked to a proper depth and grade. Hot smothers or tampers shall be used to heat the previously laid pavement (without burning it) to ensure a proper bond.
2. The reconstructed recpath shall meet the requirements in the Construction Drawings. The approximate width of the pathway shall be 10 feet, with a 2% cross slope. Asphalt thickness shall be 3 inches. Any changes in width shall be authorized by the Summit County Road and Bridge Department.
 3. The transverse joints, between the new and existing asphalt, shall be eliminated with the use of infrared equipment to produce seamless joints. For 5.0 feet on either side of the seamless joint the variation of the surface shall not exceed 0.01 feet in 10 feet. Irregularities exceeding the specified tolerance shall be corrected at the Contractor's expense.

Method of Measurement:

The accepted quantities of Hot Mix Asphalt (Grading SX) (58-28) shall be measured by the ton, on certified scales.

Basis of Payment:

Payment will be made under:

Pay Item	Pay Unit
11 and 12 – Hot Mix Asphalt (Grading SX) (58-28)	Ton

Aggregate, asphalt cement, additives, mineral filler, and all other work necessary to complete this bid item shall not be paid for separately but shall be included in the unit price bid.

Tack coat, compaction, compaction testing, and all asphaltic concrete tests shall not be paid for separately, but shall be included in the work.

END OF SECTION

Bid Item No. 13 – Recycled Asphalt Base Course (RAP)

Description:

This work consists of furnishing, placing and compacting one or more courses of Recycled Asphalt, road base material, on a prepared subgrade or base material.

Item 11 shall include the complete cost of to provide a 2' wide shoulder at a depth equal to or exceeding the total depth of the actual overlay. In addition, this item shall include all costs of transporting the Recycled Asphalt to the site, preparation of the existing shoulder, placement, watering, compaction and final grading to a degree that establishes positive drainage away from the asphalt shoulder and directs the drainage into the nearest swale, inlet, drainage duct or otherwise as necessary to ensure complete evacuation from the pavement.

Water for compaction, and finish grading, will not be paid for separately, but shall be included in the work. Contractor shall be obligated to provide all effort required to satisfy the placement methods, procedures, and compaction requirements as deemed consistent with the assessment of the Quality Control agent for Summit County. All used for shouldering shall be compacted to a minimum of 95% of standard proctor. Payment for this item shall be paid based upon final measured quantities.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest editions of the CDOT *Standard Specifications for Road and Bridge Construction* and these special provisions.

Placement of road base material shall conform to the lines, grades, cross-sections, and thickness shown in the Construction Drawings, and when placed and compacted, it shall result in a firm, dense, unyielding foundation. Any changes in aggregate base course quantities shall be authorized by the Summit County Road and Bridge Department.

Road base material shall not be placed upon a soft, spongy, frozen subgrade or base material.

Road base material shall be deposited and spread without particle segregation in loose layers not to exceed six inches in depth when compacted. If the required compacted depth of the road base exceeds six inches, it shall be constructed in two or more layers of approximately equal thickness.

The material shall be compacted to at least 95% of the maximum dry density at +/- 2% of optimum moisture content as determined by AASHTO T-180.

The surface of each layer shall be maintained during the compaction operations so that a uniform texture is produced and the aggregates are firmly keyed. Water shall be uniformly applied during compaction, in the quantity necessary for proper

compaction.

Method of Measurement:

Recycled Asphalt Base Course (RAP) shall be measured by the ton, on certified scales, compacted and finished in place.

Basis of Payment:

Payment will be made under:

Pay Item	Pay Unit
13 - Recycled Asphalt Base Course	Ton

END OF SECTION

Bid Item No. 14 and 15 – Concrete Paving

Description:

This work consists of the complete cost to install the concrete paving per details on plans. This item includes but is not limited to all excavation and compaction, concrete, rebar and all labor and equipment necessary to install the concrete paving. Contractor shall also assume responsibility for providing a concrete wash out area previously approved by the Owner. All handling and disposal/cleanout activities shall comply with all regulatory mandates of the Federal, State and Local Governments. The Contractor shall allow adequate curing time of the concrete prior to undertaking any work which in any way may compromise the structural integrity or aesthetic appeal of the finished product.

Basis of Payment:

Payment will be made on a Square Foot basis.

Payment will be made under:

Pay Item:	Pay Unit:
14 – Concrete Paving 2’ curb and gutter	Linear Foot
15 – Concrete Paving 3’ Pan	Linear Foot

END OF SECTION

Bid Item No. 16 – Re-vegetation

Description

This work consists of providing 4” topsoil, soil preparation, and furnishing sowing seed on soil left bare by construction or land-disturbing activities. The work shall be in accordance accepted horticultural practice.

Materials

Seed

All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species, and the total pounds of PLS in the container. All brands shall be free from such noxious seeds as Russian or Canadian Thistle, European Bindweed, Johnson Grass, and Leafy

Spurge. The Contractor shall furnish to the County Representative a signed statement certifying that the seed is from a lot that has been tested by a recognized laboratory for seed testing within six months prior to the date of delivery. Seed that has become wet, moldy, or damaged in transit or in storage will not be acceptable.

All seeding shall be done with the seed mix listed below. The seed mix purity shall be a minimum of 95% pure live seed (PLS). The specified application rate per total mix shall be 30-40 pounds per acre broadcast, and 15-20 pounds per acre drilled.

Native High Country Grass Seed Mixture	30 % Slender Wheatgrass 15% Canby Bluegrass 10% Big Bluegrass 10 % Idaho Fescue 10% Sheep Fescue 10% Western Wheatgrass 5% Blue Wildrye 5% Rocky Mountain Fescue 5% Tufted Hairgrass
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Seed and seed labels shall conform to all current State and Federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis. Computations for quantity of seed required on the project include the percent of purity and percent of germination. If seed available on the market does not meet the minimum purity and germination percentages specified, the Contractor must compensate for a lesser percentage of purity or germination by furnishing sufficient additional seed to equal the specified product. Product comparison shall be made on the basis of PLS in pounds, stated on each seed bag. The formula used for determining the quantity of PLS shall be:

$$\text{Pounds of Seed} \times (\text{Purity} \times \text{Germination}) = \text{Pounds of PLS}$$

Construction Requirements

Seeding

Seeding in areas that are un-irrigated or not provided with sprinkling or watering systems shall be restricted according to the following time-table and specifications.

Zone	Spring Seeding	Fall Seeding
Below 6000'	Spring thaw to June 15 th	September 1st until consistent ground freeze
6000' to 7000'	Spring thaw to July 1st	August 15th until consistent ground freeze
7000 to 8000'	Spring thaw to July 15 th	August 1st until consistent ground freeze
Above 8000'	Spring thaw to consistent ground freeze	

"Spring thaw" shall be defined as the earliest date in a new calendar year in which seed can be buried 1/2 inch into the surface soil (topsoil) through normal drill seeding methods.

"Consistent ground freeze" shall be defined as that time during the fall months in which the surface soil (topsoil), due to freeze conditions, prevents burying the seed 1/2 inch through normal drill seeding operations. Seed shall not be sown, drilled, or planted when the surface soil or topsoil is; in a frozen or crusted state.

Seeding accomplished outside the time periods listed above will be allowed only when ordered by the County Representative or when the Contractor's request is approved in writing. When requested by the Contract the Contractor must agree to perform the following work at no cost to the County:

- (1) apply the specified seed and mulch at a rate of not less than 25 percent-greater per unit area than the rates specified for use within the time periods listed above,

(2) re-seed, re-mulch, and repair areas which fail to produce vegetation.

When seeding is ordered by the County Representative outside the time periods listed above, the cost of additional material will be paid for by the County. The Contractor will not be responsible for failure of the seeded area to produce vegetation due to reasons beyond the control of the Contractor.

The seeding and the fertilizing application rate shall be as specified. The County Representative may establish test sections for adjusting the seeding and the fertilizing equipment to assure the specified rate. The County Representative may order equipment readjustment at any time.

Soil Preparation.

Preparatory to seeding, the top four inches of the surface shall be tilled into an even and loose seedbed four inches deep, free of clods in excess of four inches in diameter, and brought to the desired line and grade.

Seed Application

The seeding application rate shall be as designated in the Contract. All slopes shall be seeded by hand. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application.

When requested by the Contractor and approved by the County Representative, seeding may be accomplished by broadcast, or hydraulic type seeders.

Seed shall not be sown during windy weather or when the ground is frozen or otherwise untillable.

All seed sown by broadcast-type seeders shall be "raked in" or covered with soil to a depth of at least 1/4 inch. Hand method of broadcasting seed will be permitted. If approved, hydraulic seeding equipment and accessories shall conform to the equipment and accessories described in the latest edition of the CDOT Standard Specifications for Road and Bridge Construction.

Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and re-seeded as ordered. Payment for this corrective work, when ordered, shall be at the contract prices. Portions of designated seeding areas may be seeded, as directed by the County Representative, prior to construction completion to take advantage of growing conditions.

Method of Measurement

The quantity of re-vegetation shall include soil preparation, fertilizer, and seed, completed and accepted.

The Contractor shall furnish the County Representative with seed certifications and analysis, and bag weight tickets prior to placing any seed. Any seed or fertilizer placed by the Contractor without the County Representative's approval will not be paid for.

Basis of Payment

The accepted quantities of Re-vegetation will be paid for at the contract unit price that appears in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
16 – Re-vegetation	Square Foot

END OF SECTION

Bid Item No. 17 – 2’ RAP Shoulder

Description:

This work consists of the complete cost to install 2’ RAP Shoulder per details on plans. This item includes but is not limited to all excavation and compaction, recycled asphalt, and all labor and equipment necessary to install the 2’ shoulder. RAP shall be in compliance with requirements defined in Item 13 above.

Basis of Payment:

Payment will be made on a Square Foot basis.

Payment will be made under:

Pay Item:
17 – 2’ RAP Shoulder

Pay Unit:
Linear Foot

Bid Item No. 18 – Erosion Control

Description:

This item shall include the complete cost to provide the erosion control for the project. Contractor is responsible for providing a plan detailing the BMP measures proposed to be implemented by the Contractor to the Summit County Road and Bridge Department prior to issuance of the Right of Way permit.

Basis of Payment:

Payment will be made on a Lump Sum basis.

Payment will be made under:

Pay Item:
18 – Erosion Control

Pay Unit:
Lump Sum

END OF SECTION

Bid Item No. 19 – Rumble Strip (Intermittent) 8”

Description:

This work consists of the construction of intermittent rumble strips in accordance with these specifications, the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, the latest revision of the Colorado Supplement thereto, and in conformity with the details shown on the plans or established.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction* and these special provisions.

Rumble strips shall be installed by grinding on the asphalt pavement, in accordance with the dimensions shown in the Construction Drawings.

Method of Measurement:

Rumble strip (intermittent) (8”) will be measured by the actual number of linear feet that are placed and accepted adjacent to or on the roadway or recpath surface, excluding gaps. Measurement of length of payment will be parallel to the road centerline

stripe.

Basis of Payment:

Payment will be made under:

Pay Item:
19 – Rumble Strip (Intermittent) (8’')

Pay Unit:
Linear Foot

This unit bid price also includes all labor, tools, equipment, traffic control and other incidentals necessary to complete this item of work.

END OF SECTON

Bid Item No. 20 – Signage

Description:

This work consists of the installation of signage in accordance with these specifications, the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, the latest revision of the Colorado Supplement thereto, and in conformity with the details shown on the plans or established. Contractor is required to provide shop drawings for review and approval of all signage to Summit County Road and Bridge and Open Space and Trails Department prior to manufacturing and installation of signs.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices for Streets and Highways* Summit County Road and Bridge and Open Space and Trails Standards.

Method of Measurement:

Signage will be measured by the actual number of signs that are placed and accepted adjacent to or on the roadway or recpath surface. This unit bid price also includes all labor, tools, equipment, traffic control and other incidentals necessary to complete this item of work.

Basis of Payment:

Payment will be made under:

Pay Item:
20 – Signage

Pay Unit:
Each

END OF SECTON

Bid Item No. 21 – Pavement Marking Paint (Sharrow Bike Symbol)

Description:

This work consists of furnishing and applying sharrow bicycle symbols in accordance with these specifications, the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations and details shown in the Construction Drawings.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction* and these special provisions.

Full-compliance final markings shall be in place prior to opening the reconfig to traffic.

Painting shall be done when the air and pavement temperatures are at least 40 °F. The pavement surface and weather conditions shall be conducive to satisfactory results.

Pavement markings shall be retroreflectorized, Three bicycle symbols shall be painted in the location specified by the County Representative. The dimensions shown in the Construction Drawings shall be used for the sharrow bike symbol marking.

Method of Measurement:

Pavement marking paint (sharrow bike symbol) will be measured by the actual number painted and accepted.

Basis of Payment:

Payment will be made under:

Pay Item:	Pay Unit:
21 – Pavement Marking Paint (Sharrow Bike Symbol)	Each

All labor, materials, equipment, and other incidentals necessary to complete this item of work shall be included in the unit bid price.

Glass beads and cleaning with high pressure water blast or air blast shall be included in the cost of work.

Control points and Contractor pavement marking plans will not be measured and paid for separately, but shall be included in the work.

END OF SECTION

Bid Item No. 22 – Pavement Marking Paint – Yellow (4 inch – Double Stripe)

Description:

This work consists of furnishing and applying yellow double centerline stripe in accordance with these specifications, the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations and details shown in the Construction Drawings.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction* and these special provisions.

Full-compliance final markings shall be in place prior to opening the roadway to traffic.

Painting shall be done when the air and pavement temperatures are at least 40 °F. The pavement surface and weather conditions shall be conducive to satisfactory results.

Pavement markings shall be retroreflectorized. Equipment shall be capable of painting a reasonably clean-edged stripe with a 4 inch width, ± ¼ inches, and shall have a bead dispenser directly behind, synchronized with the paint applicator. In areas where machines are not practical, suitable hand-operated equipment shall be used. The stripe shall be protected until dry. Paint and beads shall be applied within the following limits:

	Application Rate or Coverage
	Per gallon of Paint
Minimum	Maximum

Paint:	100 sq. ft.	110 sq. ft.
Beads:	5 lbs. 13 oz.	6 lbs. 3 oz.

Method of Measurement:

Pavement marking paint – yellow (4 inch double stripe) will be measured by the number of linear feet painted and accepted.

Basis of Payment:

Payment will be made under:

Pay Item:	Pay Unit:
22 – Pavement Marking Paint–Yellow (4 inch – double stripe)	Linear Foot

All labor, materials, equipment, and other incidentals necessary to complete this item of work shall be included in the unit bid price.

Glass beads and cleaning with high pressure water blast or air blast shall be included in the cost of work.

Control points and Contractor pavement marking plans will not be measured and paid for separately, but shall be included in the work.

END OF SECTON

Bid Item No. 23 – Pavement Marking Paint – White (4 inch)

Description:

This work consists of furnishing and applying a white edge stripe in accordance with these specifications, the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations and details shown in the Construction Drawings.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction* and these special provisions.

Full-compliance final markings shall be in place prior to opening the roadway to traffic.

Painting shall be done when the air and pavement temperatures are at least 40 °F. The pavement surface and weather conditions shall be conducive to satisfactory results.

Pavement markings shall be retroreflectorized. Equipment shall be capable of painting a reasonably clean-edged stripe with a 4 inch width, ± ¼ inches, and shall have a bead dispenser directly behind, synchronized with the paint applicator. In areas where machines are not practical, suitable hand-operated equipment shall be used. The stripe shall be protected until dry. Paint and beads shall be applied within the following limits:

	Application Rate or Coverage Per gallon of Paint	
	Minimum	Maximum
Paint:	100 sq. ft.	110 sq. ft.
Beads:	5 lbs. 13 oz.	6 lbs. 3 oz.

Method of Measurement:

Pavement marking paint – white (4 inch) will be measured by the number of linear feet painted and accepted.

Basis of Payment:

Payment will be made under:

Pay Item:

23 – Pavement Marking Paint – White (4 inch)

Pay Unit:

Linear Foot

All labor, materials, equipment, and other incidentals necessary to complete this item of work shall be included in the unit bid price.

Glass beads and cleaning with high pressure water blast or air blast shall be included in the cost of work.

Control points and Contractor pavement marking plans will not be measured and paid for separately, but shall be included in the work.

END OF SECTON

Bid Item No. 24 – Pavement Marking Paint – White (12 inch)

Description:

This work consists of furnishing and applying a white delineation stripe in accordance with these specifications, the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations and details shown in the Construction Drawings.

Construction Requirements:

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction* and these special provisions.

Full-compliance final markings shall be in place prior to opening the roadway to traffic.

Painting shall be done when the air and pavement temperatures are at least 40 °F. The pavement surface and weather conditions shall be conducive to satisfactory results.

Pavement markings shall be retroreflectORIZED. Equipment shall be capable of painting a reasonably clean-edged stripe with a 12 inch width, ± ¼ inches, and shall have a bead dispenser directly behind, synchronized with the paint applicator. In areas where machines are not practical, suitable hand-operated equipment shall be used. The stripe shall be protected until dry. Paint and beads shall be applied within the following limits:

**Application Rate or Coverage
Per gallon of Paint**

	Minimum	Maximum
Paint:	100 sq. ft.	110 sq. ft.
Beads:	5 lbs. 13 oz.	6 lbs. 3 oz.

Method of Measurement:

Pavement marking paint – white (12 inch) will be measured by the number of linear feet painted and accepted.

Basis of Payment:

Payment will be made under:

Pay Item:

24 – Pavement Marking Paint – White (12 inch)

Pay Unit:

Linear Foot

END OF SECTON

Bid Item No. 25 – Asphalt Pavement Coating Application

Description:

This work consists of furnishing and applying StreetBondCL™, in accordance with Integrated Paving Concepts *Cycle Lane Coating Specification* and in conformity with the lines shown in the Construction Drawings. The StreetBondCL™ standard color of bike path red shall be used. Full-compliance final markings shall be in place prior to opening the recpath to traffic.

Integrated Paving Concepts: Cycle Lane Coating Specification for StreetBondCL

PART 1 – GENERAL

1.1 DESCRIPTION

A. StreetBondCL™ cycle lane coating is a highly specialized coating specifically designed for application onto asphalt pavement to demarcate cycle lanes.

B. StreetBondCL™ cycle lane coating has been scientifically formulated to provide optimal balance of performance properties for durable, long lasting color and texture to asphalt pavement surfaces.

C. StreetBondCL™ cycle lane coating is only available for Integrated Paving Concepts, Inc.

D. To ensure a quality installation, it is recommended to obtain confirmation of applicator accreditation or qualification from Intergrated Paving Concepts Inc before proceeding with this work.

Construction and material requirements shall be in accordance with the latest edition of the *CDOT Standard Specifications for Road and Bridge Construction* and these special provisions.

1.2 - SUBMITTALS TO BE MADE TO THE OWNER

A copy of the licensing agreement, available from the Accredited StreetPrint Applicator, Is a required submittal.

2 - PRODUCTS

2.1 – MATERIALS – STREETBONDCL COATING

Materials used for the coating of the asphalt pavement shall consist of the following

- A. StreetBondCL cycle lane coating is epoxy-modified, acrylic, waterborne coating specifically designed for application on asphalt pavements and is specially formulated by Integrated Paving Concepts, Inc (800-688-5652) to provide safe, durable, long lasting color and texture to the asphalt pavement surfaces.
- B. StreetBond colorant is a highly concentrated, high concentrated, high quality, UV stable pigment blend designed to be added to StreetBondCL coating to provide color to the coating. One pint of colorant shall be used with one pail of StreetBondCL coating.

2.2 EQUIPMENT

The following equipment is proprietary and is integral part of the proper application of StreetBondCL cycle lane coating. This equipment is available only from Integrated Paving Concepts Inc. and can only be used bu Accredited StreetPrint Applicators or an applicator designated by Integrated Paving Concepts Inc.

- A. The Rapid Sprayer II is a proprietary coating sprayer or supplied by Integrated Paving Concepts, Inc. and is capable of applying the coating material to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating.
- B. The StreetBond Coating mixer is a motorized mixing device designed exclusively for use with coating supplied by Integrated Paving Concepts.

PART 3 – EXECUTION

3.1 GENERAL

StreetBondCL cycle lane coating shall be supplied and applied by an accredited StreetPrint applicator or an applicator designed by Integrated Paving Concepts in accordance with the plan and specifications or as directed by the Owner. Do not begin installation without confirmation of the applicator.

3.2 PRE-CONDITIONS

3.2.1 Pavement

The Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of StreetBondCL cycle lane coating to be successful. The Owner shall make the final determination as to the suitability of the existing asphalt pavement.

3.2.2 Asphalt Pavement Marking Removal

Pavement marking may be removed by sandblasting, water blasting, grinding or other approved mechanical methods. The

Owner shall determine if the removal of the pavement markings is satisfactory for the application of the coating. Work shall not proceed until this approval is granted.

3.3 Application

3.3.1 Surface Preparation

The asphalt Pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials and chemical residue.

3.3.2 Application of Coating

A. The applicator shall apply StreetBondCL cycle lane coating only when the air temperature is at least 50 F and rising, and will not drop below 50 f within 8 hours of application of coating material. There should be no precipitation expected with 2 hours after the final layer of StreetBondCL bike lane coating is dry to touch

B. Each application of StreetBondCL cycle lane coating material shall be the same color asnd shall be allowed to dry completely before applying the next layer.

C. Coating Coverage. One pail of StreetBondCL cycle lane coating will cover approximately 250 SF. Actual coverage may be affected by the texture of the asphalt pavement substrate. There will be less coverage with the first layer and higher coverage with subsequent layers.

D. Additional Layers of Street BondCL cycle lane coating may be used to provide additional build thickness in high wear areas such as wheel paths and vehicle turning areas.

3.4 Coating Thickness

Approximate coating thickness is four passes wet 0.87 mm or 34.3 mil, dry 0.48mm or 18.9 mil.

3.5 Opening to Traffic

Minimally, the SteetBondCL cycle lane coating must be 100% dry before traffic is permitted. Typical dry times range from 8 hours at 60 F to 2 hours at 120 F. Substrate temperature, wind and humidity can also affest dry times. Areas exposed to direct sun light will dry faster. Generally, warm and dry conditions decrease the time required for the coatings to dry.

3.5 Edge Striping

Once StreetBondCL cycle lane coating has dried, a hot, spray applied white strip may be installed along the edge of bike path if desired.

Method of Measurement:

Asphalt Pavement Coating Application will be measured by the number of Square Foot painted and accepted.

Basis of Payment:

Payment will be made under:

Pay Item:	Pay Unit:
25 – Asphalt Pavement Coating Application	Square Foot

ALTERNATE BID ITEM A

Alternate Bid Item A – Removal and Replacement of Existing Guardrail

Description:

This work consists of the complete cost to remove and replace the existing guardrail along limits of project with current CDOT standard guardrail and install rub rail as shown on detail in plan set.

Basis of Payment:

Payment will be made on a Linear Foot (LF) basis.

Payment will be made under:

Pay Item:

A – Removal and replacement of existing guardrail and add rub rail

Pay Unit:

Linear Foot

FOR
2019 Swan Mountain Road Pathway Improvements
Summit County Project Number OST 19-001