



CONTRACT DOCUMENTS  
AND  
CONSTRUCTION SPECIFICATIONS  
DOUGLAS COUNTY

**2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

**PRIOR TO SUBMITTING A BID PROPOSAL FOR THIS PROJECT, THE BIDDER SHALL HAVE RECEIVED PRE-QUALIFICATION STATUS (ACTIVE STATUS) WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO BID ON INDIVIDUAL PROJECTS OF THE SIZE AND KIND OF WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. THE BIDDER SHALL BE REQUIRED TO PRODUCE DOCUMENTED EVIDENCE VERIFYING THAT THE BIDDER'S ACTIVE STATUS EXISTED PRIOR TO THE BID OPENING. FAILURE TO PRODUCE SAID EVIDENCE WILL DISQUALIFY THE BIDDER FROM BEING ELIGIBLE FOR AN AWARD OF THIS CONTRACT.**

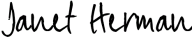


For use with the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, dated 2023; CDOT Standard Plans, as current at the time of Bid.

**PRE-BID CONFERENCE: WEDNESDAY, NOVEMBER 13, 2024, at 10:00 A.M.**

**BID-OPENING: TUESDAY, NOVEMBER 26, 2024, at 2:00 P.M.**

**This is a Completion Date Contract. The Contract Time of 90 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established. No extension of the contract time shall be allowed for inclement weather, foreseeable causes or conditions under control of the Contractor. If all work under the Contract is not completed on or before the specified Completion Date, Contract Time shall be assessed for each additional calendar day in accordance with Subsection 108.08 (a) 2 - Determination and Extension of Contract Time. All requests for extensions must be submitted in writing within seven (7) days in accordance with Subsection 108.08 (d). Liquidated Damages will be charged in accordance with Subsection 108.09 – Failure to Complete Work on Time.**

Approved By:

	11/4/2024
<hr/>	
Janet Herman, P.E., Director of Public Works	
	11/4/2024
<hr/>	
Daniel R Roberts, P.E., Assistant Director Public Works Operations	
	11/5/2024
<hr/>	
Keith Burke., Project Manager	



**2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

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**INVITATION TO BID**

**COUNTY:** Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

Separate sealed bids for the: **2025 CONCRETE CRUSHING AND RECYCLING PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

Will be received by: Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

Bids shall be received electronically through the Rocky Mountain E-Purchasing System website ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)): until **2:00 P.M.** (local time), **TUESDAY, NOVEMBER 26, 2024**. The Contract Documents may be obtained **after 10:00 A.M., MONDAY, NOVEMBER 4, 2024**, at the same Douglas County Rocky Mountain E-Purchasing System website.

**All questions are due to Keith Burke, Project Manager by 5:00 P.M. (local time), on TUESDAY, NOVEMBER 19, 2024.**

Bid opening will be conducted at **2:00 P.M. on: TUESDAY, NOVEMBER 26, 2024**, via Microsoft Teams and:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

County: Douglas County Government  
By: **Keith Burke, Project Manager**

A Pre-Bid conference will be held at **10:00 A.M. on: WEDNESDAY, NOVEMBER 13, 2024**, at:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

There will be a **field visit** following the in person and Microsoft Teams Pre-Bid Conference. **See Page 6 for additional information.**

## CONFERENCES PROCEDURES AND INSTRUCTIONS

Douglas County believes in open and transparent government and, as such, requires that the business of County government should be open to effective public review. This includes access to information as well as the knowledge of the ability to participate in public discussion so that diverse opinions and ideas may be heard and considered.

**The following requirements are needed to attend remotely via the provided link:**

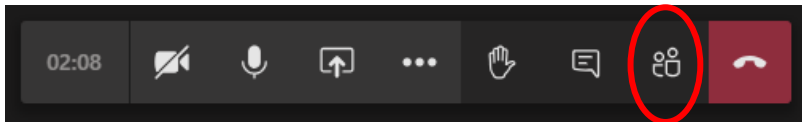
- Bandwidth – Internet connection of 3mbps or greater
- Audio – *Headset with a microphone plugged into PC*
- Computer – Recommended browser: Chrome, Edge, Safari
- Recommended OS: Windows 10 or MacOS

**You may access the Pre-Bid or Bid Opening Meetings virtually the following ways:**

- Click on the “Click here to join the meeting” link on the next page for the meeting you wish to join.
- OR Call the provided telephone number - ***You will not be able to participate in the Q&A or provide comments during the meeting via telephone – you will be joining as an anonymous attendee and will remain muted – we strongly encourage*** submitting all questions to the Engineer directly *before* the meeting if you intend to call via telephone
- You can also email Joanna Miller at [jemiller@douglas.co.us](mailto:jemiller@douglas.co.us) to have the Teams meeting invitation sent to you via email

**The following protocol and procedures will take place for Pre-Bid Conference remote attendees:**

- You will be entered into the meeting and automatically muted – *Do Not Unmute until called upon by a Meeting Mediator*
- All questions will be saved for the end of the meeting unless otherwise arranged; if you are attending via a computer, look for the “Raise Your Hand” button on the options in the middle of your screen – a Meeting Mediator will call on you to ask your question



- As soon as you are done talking, your microphone will be re-muted to avoid audio looping/feedback – *Do Not Unmute until called upon by Meeting Mediator*
- Unwarranted disruptions will result in muting of attendee or expulsion from the meeting

**The following protocol and procedures will take place for the Bid Opening Conference:**

- **Bid submission procedures have not changed;** see Notice to Bidders for acceptable submission protocol
- Attendees will be entered into the meeting and automatically muted – *Do Not Unmute your microphone*
- Live video feed will be available via the provided link for the opening of the submitted Bid Packages or for audio only call the provided number
- There will no questions allowed during the Bid Opening; any raised hands must wait until the end of the conference and are subject to the Engineer’s approval – *Do Not Unmute*

**Pre-Bid Conference**

Scheduled for **10:00 A.M. on: WEDNESDAY, NOVEMBER 13, 2024**

There will be a **field visit** following the in person and Microsoft Teams Pre-Bid Conference.

Meeting ID: 294 872 024 778

Passcode: UsFxUM

**Dial in by phone**

[+1 720-739-2066,,182650348#](tel:+17207392066,182650348#) United States, Denver

Phone conference ID: 182 650 348#

**Pre- Bid** Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

**Field Visit** Douglas County Government  
Waterton Road Facility  
7201 Waterton Rd.  
Littleton, CO 80125

**Bid Opening**

Scheduled for **2:00 P.M. on: TUESDAY, NOVEMBER 26, 2024**

The Bid Opening will be conducted electronically on the Rocky Mountain E-Purchasing website and via teams at:

Meeting ID: 215 362 972 760

Passcode: T4SEk6

**Dial in by phone**

[+1 720-739-2066,,754667009#](tel:+17207392066,754667009#) United States, Denver

Phone conference ID: 754 667 009#

Interested parties may watch the Bid Opening via Microsoft Teams and call in to hear the Bid Opening. Questions will NOT be accepted or addressed during the call.

## NOTICE TO BIDDERS

Bidding Documents: The Bidding Documents shall include the Information for Bidders, the Plans and Specifications for the Project, the Bid Proposal, Bid Bond, all Addenda issued during the bidding process, Statement of Bidders' Qualifications and Non-Collusion Affidavit of Prime Bidder.

**Receipt of Sealed Bids** - Bids will be received by:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

**Attn: Keith Burke, Project Manager**  
until **2:00 P.M, local time on: TUESDAY, NOVEMBER 26, 2024**

**Submission of Bids** - All Bids must be submitted on the form provided in the Bidding Documents

Each Bid must be submitted via electronic submission online at Rocky Mountain E-Purchasing System ([www.bidnetdirect.com//douglas-county-engineering](http://www.bidnetdirect.com//douglas-county-engineering)). Required Submittal Attachments shall reference **CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004.**

Douglas County utilizes the Rocky Mountain E-Purchasing System for electronic solicitation submittals. It is the Bidders responsibility to ensure that the submittal process is started with enough time to meet the Bid Opening deadline. For example, do not start the upload process at ten minutes prior to Bid Opening with an expectation that your submittal will be received prior to the Bid Opening deadline. If the Bidder experiences any problems, has questions or technical difficulties when uploading documents, PLEASE contact Bidnet Vendor Support Team (800) 835-4603, option 2. If Bidnet is unable to resolve the problem, contact **Keith Burke, Project Manager OR JOANNA MILLER Phone: 303.814.4338 Email: [jemiller@douglas.co.us](mailto:jemiller@douglas.co.us)** a minimum of **30 minutes prior to the Bid Opening time** for a submittal resolution.

All blank spaces in the Bid Form must be completely filled out when submitted. All Bid Documents shall be filled out completely and submitted in total. **THIS IS A REQUIREMENT FOR ALL BIDDERS SUBMITTING BIDS FOR THIS PROJECT.**

All information submitted in response to this may be subject to disclosure under the Open Records Act. Bidders are discouraged from providing information that the Bidder considers confidential and/or privileged as part of a response to this invitation.

Examination of Contract Documents and Project Site - Before submitting any Bid, the Bidder shall examine the Contract Documents as defined in the General Conditions, including all Addenda, the Project Site, and become totally familiar with each. Any inconsistencies, ambiguities, errors or omissions found in the Contract Documents or at the Project Site shall be brought immediately to the attention of the County Representative.

The submission of a Bid shall be a representation by the Bidder that he has complied with the requirements of the above paragraph.

The field conditions set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the actual site conditions.

No claim that there was any misunderstanding as to the quantities, conditions, or nature of the work will be entertained after submission of Bids. Any questions during the bidding process can be addressed to the following County Representative: **Keith Burke, Project Manager at 303.660.7490 or by fax at 303.379.4198.**

Specifications and Plans - The work embraced herein shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction, dated 2023; the CDOT Standard Plans, as current at time of Bid; and in accordance with the Douglas County Roadway Design and Construction Standards, as current at the time of Bid, insofar as the same may apply, and in accordance with the plans and these special provisions.

Interpretation of Contract Documents - The Bidder shall present all questions requiring an interpretation of the Contract Documents in writing to the County Representative. If the County Representative's decision requires a modification of the Contract Documents, such modification shall be contained in an Addendum, which shall be sent to all Bidders having received copies of the Contract Documents. All Addenda issued by the County Representative shall become part of the Contract Documents and shall have been considered and included as part of any Bid. Any decisions or interpretations by the County Representative, which are not contained in any properly issued Addendum, shall have no effect.

Addenda - When interpretations of the Contract Documents are requested, or if errors, omissions, ambiguities, discrepancies or inconsistencies have been brought to the attention of the County Representative, and a modification of the Contract Documents is required, the County Representative shall issue an Addendum containing all pertinent information. **Such Addenda shall be posted on the Rocky Mountain E-Purchasing System and shall become a part of the Contract Documents.**

Modification and Withdrawal of Bids - Bids may be modified or withdrawn at any time prior to the opening of Bids. All modifications or withdrawals must be completed through the Rocky Mountain E-Purchasing System and modified or withdrawn prior to the time for the opening of Bids. A Bid modification shall not reveal the total amount of the original Bid.

Bonds - Each Bid shall be accompanied by cash, certified check or a Bid Bond on the form provided in the Bidding Documents payable to the County, in an amount not less than **five percent (5%)** of the total Bid. The County shall retain the Bid Bond of any Bidder that the County believes to have a reasonable chance of receiving the award of the Contract until the successful bidder executes the Contract with the County and provides the County with a Performance Bond, Payment Bond, Certificates of Insurance, and Warranty required by the Bidding Documents. All other Bid Bonds shall be returned to the respective Bidders within **ninety (90) calendar days** of the opening of Bids. **ANY BID NOT ACCOMPANIED BY A CONFORMING BID BOND IN THE AMOUNT OF AT LEAST FIVE PERCENT OF THE BID PRICE WILL BE REJECTED.**

The County prefers an electronic Bid Bond. Bidders submitting cash, certified check, or standard (original, paper) Bid Bond shall ensure receipt to the County prior to Bid Opening. Information shall be clearly labeled with the words: **2025 CONCRETE CRUSHING AND RECYCLING**



**PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004, Name of Bidder, Date and Time of Bid Opening.** Information shall be delivered to the Department of Public Works, Engineering Division, located in the Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104 and to no other Department of the County. Further, the outside envelope shall be marked:

**ATTENTION: KEITH BURKE, PROJECT MANAGER - DO NOT OPEN (IN LARGE 1 - 1/2 INCH LETTERS.)**

**DOUGLAS COUNTY, COLORADO**  
**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING DIVISION**

**If the BID BOND submitted is determined to be non-conforming after the Bid has been read, then that Bid will be determined to be non-conforming and will be rejected. If the successful bidder fails to execute a Contract with the County within ten (10) days of the receipt of the Notice of Intent to Award, the County shall retain his Bid Bond as liquidated damages.**

PAYMENT BOND AND A PERFORMANCE BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the County, will be required for the faithful performance of the contract and payment of the subcontractors, material supplies and laborers.

Attorneys-in-Fact who sign BID BONDS, PAYMENT BONDS AND PERFORMANCE BONDS must file with each BOND a certified and dated copy of their Power of Attorney.

Applicable Laws - The submission of a Bid shall be a representation by the Bidder that he has familiarized himself with all laws applicable to the Project and will comply therewith throughout the Contract.

Award of the Contract - The award will be made to the lowest responsive, responsible Bidder, who will serve the best interests of the County, and the County reserves the right to make this determination. Award may be made for any one section of the Bid Form separately, for the total Bid, or for any combination thereof.

The County reserves the right to accept or reject any and all Bids, to waive any informality or technicality in any Bid, and to disregard all non-conforming, non-responsive, conditional or Alternate Bids whenever such rejection or waiver is in the County's best interest. Before making any award of a contract, the County will investigate any Bidder in such manner as it deems appropriate to determine the qualifications of that Bidder to perform the work under the Contract.

Statement of Bidder's Qualifications - In addition to the prequalification of Bidders, as referred to in Section 102.01 "Prequalification of Bidders," of the CDOT Standard Specifications for Road and Bridge Construction, Dated 2023, a Statement of Bidder's Qualifications shall accompany the proposal. A form for this statement will be found following the Project Addenda Form.

**Prior to submitting a Bid Proposal for this Project, the Bidder shall have received prequalification status (active status) with the Colorado Department of Transportation to bid on individual projects of the size and kind of work as set forth in the General Statement.**

Notice of Intent to Award - The County shall notify the successful bidder, in writing, in accordance with Section 103 of the Douglas County Standard Special Provisions (SSPs), as revised. The Notice of Intent to Award will be accompanied by this Contract and the necessary Bond Forms. Within **ten (10) days** of the date of the Notice of Intent to Award has been issued, the successful bidder shall present, properly executed, a Payment Bond, Performance Bond, the necessary Certificates of Insurance and Warranty required by the Contract Documents, all other formal Contract Documents and sign the Contract.

Failure to Execute this Contract - In the event that the successful bidder fails to execute this Contract, or provide a properly executed Performance Bond, Payment Bond, the necessary Certificates of Insurance, and Warranty as required by the Contract Documents, the County may elect to hold the Bidder in default and retain the Bid Bond as liquidated damages.

After the Notice of Intent to Award has been issued, **if the County fails to execute** this Contract within **sixty (60) days** of receipt of a properly executed Payment Bond, Performance Bond, receipt of the necessary Certificates of Insurance and Warranty required by the Contract Documents, and all other formal Contract Documents, then the successful bidder may, by written Notice to the County, withdraw from the Contract.

Notice of Withdrawal shall be effective upon receipt by the County and shall not be cause for the County to retain the Bid Bond of the successful bidder.

Notice to Proceed - The Notice to Proceed, stating the date on which the work is to commence, shall be issued within **thirty (30) days** of the execution of this Contract by the County and the Contractor.

Tax Exemptions - The Bidder shall determine those sales taxes from which the County may be exempted under Colorado law that may be applied to purchases required for the Project and exclude all such sales taxes from his Bid. The County shall provide all pertinent tax-exempt certificates.

Substitution of Materials or Equipment - All Bids are to be based on those materials and equipment specified in the Contract Documents. The County Representative shall be the sole judge of the acceptability of substitute materials and equipment and may accept or reject such substitutes at any time. If a Bid is based on substitute material or equipment, the County may require a Bidder to supply those materials or equipment specified in the Contract Documents at no increase in contract price and with no extension of the period of performance.

County – The Board of County Commissioners of the County of Douglas County, (“County”) has an address of 100 Third Street, Suite 220, Castle Rock, Colorado 80104.

County Representative -       The County Representative for this Project is:  
**Keith Burke, Project Manager**  
**303.660.7490**

Commencement of Work and Time of Completion - Attention is directed to the provisions in Section 108 – “Prosecution and Progress,” of the CDOT Standard Specifications, the Douglas County Standard Special Provisions (SSPs), the Douglas County Project Special Provisions (PSPs) and to the information below.

The Contractor shall commence work on or before the **tenth day** following the date stipulated in the "Notice to Proceed" and shall diligently prosecute the work to completion before the expiration of the contract time. Contract time for this Completion Date Contract project will be **90 calendar days**.

**Contract time shall be charged commencing with the date stipulated in the "Notice to Proceed."**

This Completion Date Contract may extend through the winter months of December, January, February and March, which has been accounted for in determining the completion date. Douglas County reserves the right to suspend all or parts of the work during these months, if the County determines (at its sole discretion) that it is in the best interest of the County to do so. Any anticipated suspension of work will be addressed in the "**Special Instructions/and or information to the Contractor**" portion of the Contract, and no additional compensation will be granted to the Contractor.

Contractor- The Contractor shall have a period of **fifteen (15) days** after award of the Contract for submission of data substantiating any request for a substitution of an "equal" item.

Liquidated Damages - The Contractor shall pay to Douglas County a sum determined from the schedule of liquidated damages set forth in Subsection 108.09 "Failure to Complete Work on Time," of the CDOT Standard Specifications for Road and Bridge Construction, or as revised, per day for each and every calendar day of delay in completing all or any designated portion of the work called for under the Contract, in all parts and requirements, within the time set forth in these special provisions.

Pre-Bid Conference – Bidders are **strongly encouraged to attend** the Pre-Bid Conference scheduled for **10:00 A.M. on: WEDNESDAY, NOVEMBER 13, 2024**. The purpose of the Pre-Bid Conference is to allow Bidders an opportunity to ask questions and seek clarification on any issues they may have concerning the Project. Following the Pre-Bid Conference, participants will be encouraged to attend the field visit located at the Waterton Road Facility. Site address and additional information is located on page 6.

Pre-Bid Conference Agenda and Minutes **will not** be considered part of the Contract Documents. The Pre-Bid Conference will be held at:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

***And via Microsoft Teams.***

**Special Instructions and/or information to the Contractor:**

1. The County anticipates construction to start on or around 01/06/2025.

2. Engineer to identify one of the following:

Standing DRB	Yes	<u>    </u>	No	<u>X</u>
On Demand DRB	Yes	<u>X</u>	No	<u>    </u>

**BID DOCUMENTS**

**FOR CONSTRUCTION OF  
2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

**SEALED BID REQUIREMENTS**

NOTE: Bid Documents, including the Bid Proposal, the Bid Guaranty, the Project Addenda, the Statement of Bidder's Qualifications and the Non-Collusion Affidavit shall be submitted electronically at the Rocky Mountain E-Purchasing System website ([www.bidnetdirect.com//douglas-county-engineering](http://www.bidnetdirect.com//douglas-county-engineering)). Required Attachment Submittals shall be clearly labeled with the words:

**2025 CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY  
PROJECT NUMBER CI 2025-004**

**DOUGLAS COUNTY, COLORADO**

**DEPARTMENT OF PUBLIC WORKS**

**ENGINEERING DIVISION**

**If the BID BOND submitted is determined to be non-conforming after the Bid has been read, then that Bid will be determined to be non-conforming and will be rejected.**

**BID PROPOSAL**

TO: Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104  
**Attention: Keith Burke, Project Manager**  
(County)

FROM: Studio 7 North Inc. DBA Western Wrecking  
(hereinafter Bidder)

Amount - The above-named Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for **2025 CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**, for the County in accordance with the Contract Documents, (Plans and Specifications) and all other Contract Documents pertaining to the Project for the sum of \$ 418,000<sup>00</sup>. The Contract amount shall be payable based upon actual measured and approved quantities per the Bid Schedule(s).

Knowledge of Contract Documents and Site - The Bidder hereby represents that he has examined and become familiar with all conditions of the Contract Documents associated with the **2025 CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**, and has become familiar with the Project site.

Bid Bond - Attached to this Bid is cash, certified check, or a Bond in an amount not less than **five percent (5%)** of the amount above, to be retained or returned by the County in accordance with the terms of the Contract Documents.

County's Rights Reserved - The Bidder understands that the County reserves the right to accept or reject any and all Bids and to waive any informality or technicality in any Bid in the best interests of the County. The Bidder represents that all Bid Documents described in the Notice to Bidders are filled out completely and attached, and that should any of the Bid Documents be missing or not be completely filled out, the Bidder acknowledges that it understands and agrees that the County may reject the entire Bid.

**2025 CONCRETE CRUSHING AND RECYCLING PROJECT**

**DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

**SAMPLE BID SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
304	CONCRETE CRUSHING	24,000	CY	12 <sup>00</sup>	288,000 <sup>00</sup>
626	MOBILIZATION	1	EA	30,000 <sup>00</sup>	30,000 <sup>00</sup>
700	F/A MINOR CONTRACT REVISIONS	1	EA	\$ 100,000.00	\$100,000.00
<b>TOTAL BID</b>					418,000 <sup>00</sup>

**THE COMPLETED SAMPLE BID SCHEDULE IS TO BE INCLUDED IN THE COMPLETE BID PACKAGE WITH ITEMIZED PRICING. BID AMOUNTS ARE TO ALSO BE ENTERED USING THE ELECTRONIC ITEM-BASED PRICING ENTERED THROUGH THE ROCKY MOUNTAIN E-BID SYSTEM. IN THE EVENT THERE ARE INCONSISTENCIES IN PRICING BETWEEN THIS SAMPLE BID SCHEDULE AND THE PRICING ENTERED ON THE ELECTRONIC BID THE ELECTRONIC BID SCHEDULE SHALL GOVERN. FINAL CONTRACT PRICING WILL BE BASED ON THE PRICING ENTERED AND SUBMITTED THROUGH THE ELECTRONIC BIDDING PROCESS.**



**FORM**

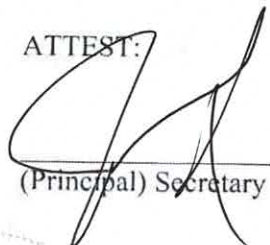
**BID BOND**  
**(To be included in Bid Proposal)**

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned, Studio 7 North, Inc.  
dba Western Wrecking, as Principal, and The Ohio Casualty Insurance Company  
, a  Corporation

duly organized under the laws of the State of New Hampshire, as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Douglas County, as Obligee, in the sum of five percent of total bid amount Dollars (\$ 10%), for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

**WHEREAS**, the above-named Principal submitted a Bid for **2025 CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004.**

**NOW, THEREFORE**, (1) if the Obligee shall accept the Bid of the Principal and the Principal and Obligee shall execute the Contract which is part of these Contract Documents, and the Principal shall provide all Bonds as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Obligee as a result of the submission of its Bid; or (2) the Obligee shall reject the Principal's Bid or fail to execute the Contract within thirty days of receipt from the Contractor, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:  
  
\_\_\_\_\_  
(Principal) Secretary

Studio 7 North, Inc. dba Western Wrecking  
PRINCIPAL

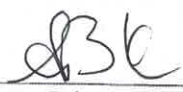
By: Judson Kim



(SEAL)

8431 S. Warhawk Rd.  
(Address)

Conifer, CO 80433

  
\_\_\_\_\_  
(Witness as to Principal)

25997 Louisa Rd, Conifer Co 80433  
(Address)




FORM

**BID BOND**  
**- continued -**

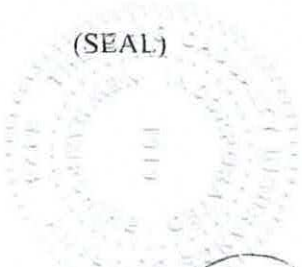
ATTEST:

The Ohio Casualty Insurance Company  
SURETY

BY:


  
(Surety) Secretary  
Michael J. Mesenbrink, Attorney-in-Fact

(SEAL)



175 Berkeley Street, Boston, MA 02116

(Address)

  
(Witness as to Surety)

7272 E Indian School Road, Suite 375, Scottsdale, AZ 85251  
(Address)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8211079-985602

**POWER OF ATTORNEY** KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa M. Hankal, Will Huyler, Katie Love, Maria R. Lucero, Michael J. Mesenbrink, Heather J. Perrin, Debbie R. Thomas, Jeri Lynn Thompson, Margie Wager all of the city of Scottsdale state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7<sup>th</sup> day of December 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 7<sup>th</sup> day of December 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25<sup>th</sup> day of November, 2024.



By: Renee C. Llewellyn


Renee C. Llewellyn, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**PROJECT ADDENDA**  
**(To be completed and included as part of the Bid Proposal)**

**The Bidder is required to acknowledge receipt of all Addenda issued by the County for this Project.** The Bidder shall provide the information requested on **this page** of the Contract Document. The Bidder shall fill in the information for all Addenda as requested below.

<i>Addendum Number</i>	<i>Date of Addendum</i>	<i>Date Received</i>	<i>Acknowledged By</i>
01	11/15/2024	11/17/2024	



**STATEMENT OF BIDDER'S QUALIFICATIONS**

**2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

(To be included in Bid Proposal)

DATE SUBMITTED 11/26/2024

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Bidder? STUDIO 7 NORTH INC DBA WESTERN WRECKING
2. Permanent main office address? 25997 CONIFER RD. UNIT 01, CONIFER CO 80433
3. If a corporation, where incorporated? COLORADO
4. How many years have you been engaged in this type of construction? Under what firm or trade names and how long under each?  
STUDIO 7 NORTH 11, WESTERN WRECKING 4
5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):  
WIP ATTACHED
6. Are you licensed as a Municipal Contractor or any other title?  
Yes  No  If Yes, in what city, county and state?  
JEFFCO, LAKEWOOD, THORNTON, GOLDEN, BURLINGAME  
What Class license and number? CLASS O, CLASS M

7. General character of work performed by your firm? DEMOLITION, RECYCLING

8. Has your firm ever failed to complete any work awarded to you?  
Yes \_\_\_ No X If Yes, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

9. Has your firm ever defaulted on a contract?  
Yes \_\_\_ No X If Yes, where and why?  
\_\_\_\_\_  
\_\_\_\_\_

10. List the more important contracts recently completed by your firm, stating approximate gross cost for each, the month and year started and completed and location and type of construction. (Use additional sheets if necessary.)  
DEN EAST DS CRUSHING - \$550,000 5/2024 - CRUSHING  
\_\_\_\_\_

11. List your firm's experience in construction work similar in importance to this Project. DETAIL (Use additional sheets if necessary.)  
DEN PENA BLVD CRUSHING  
DEN DS EAST CRUSHING  
DEN 17E 35L CRUSHING  
BROADWAY STATION CRUSHING

12. List your firm's major equipment available for this contract.  
CAT 349G W/HAMMER LIPPMANN 2480C IMPACTOR  
CAT 349 W/PROCESSOR  
DEERE 644 LOADER  
LIPPMANN 3055 SAW CRUSHER

13. Background and experience of the principal members of your firm, including the officers.

NAME	EXPERIENCE
<u>Alyssa Kipp</u>	<u>15 YEARS PROJECT MANAGEMENT</u>
<u>Judson Kipp</u>	<u>20 YEARS FIELD MANAGEMENT</u>
_____	_____
_____	_____

14. Are any lawsuits pending against you or your firm at this time?

Yes \_\_\_\_\_ No  If Yes, PROVIDE DETAILS.

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15. Have any charges been filed against you or your firm or the bidding entity with the Office of Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights Commission, or any other similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes \_\_\_\_\_ No  If Yes, PROVIDE DETAILS.

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16. Attach copies of all current Department of Labor Forms EEO-1 which have hitherto been filed by your firm. For sample of this form please go to <https://www.eeoc.gov/employers/reporting.cfm>

17. Give bank reference. US BANK, JANE ERICSON, 303-838-2183

18. What are the limits of your firm's public liability? DETAIL.

1 million

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What Insurance Company? UNITED SPECIALTY

19. What are your firm's bond limitations? 700K / 1MM

20. Credit Available? \_\_\_\_\_

21. Will you, upon request, fill out a detailed financial statement for your firm and furnish any other information that may be required by the County of Douglas?

Yes  No \_\_\_\_\_

22. Is your firm currently prequalified with the Colorado Department of Transportation for contracts of the size and type as set forth in your Bid Proposal?

Yes  No \_\_\_\_\_





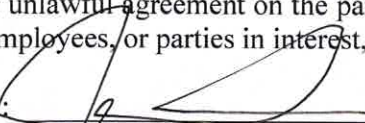
**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**(To be included in Bid Proposal)**

STATE OF Colorado

COUNTY OF Jefferson

Joson Kipp, being first duly sworn, deposes and says that:

- (1) He/She is the Vice President of STAG 7 NORTH INCORPORATED WESTERN WIND, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against Douglas County or persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: 

Joson Kipp  
(Print Name)

Vice President  
(Title)



**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**- continued -**

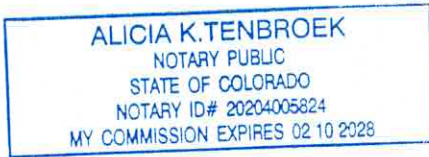
Subscribed and sworn to before me this 26 day of November, 2024.

AK

\_\_\_\_\_  
(Notary Public)

(SEAL)

My commission expires: 02/10/2028.



Western Wrecking  
Summary of Contracts  
Year to date October 31st, 2024

Contract WP Ref.	Contract Amount	Costs to Date	Estimated Cost to Complete	Total Estimated Job Cost	Estimated Gross Profit	Percent Gross Profit	Percent Complete	Gross Profit Recognized		Revenue Recognized	APY Rel to Date	Billings in Excess of Billings	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Estimated Earnings
								Prior Year	Current Year					
<b>COMPLETED CONTRACTS</b>														
2103-W Manshale	1,130,019	984,678	-	984,678	145,341	13%	100.00%	225,924	(80,583)	1,130,019	1,130,019	-	-	-
2210 Thornton 7-11	592,322	498,253	-	498,253	94,069	16%	100.00%	94,733	(664)	592,322	592,322	-	-	-
2213 CSB Venture Center	838,346	666,687	-	666,687	171,659	20%	100.00%	176,531	(4,872)	838,346	747,812	-	90,534	-
2221 Transitwest	611,608	340,703	-	340,703	270,905	44%	100.00%	270,905	-	611,608	611,608	-	-	-
2225 Sall Ground	139,349	109,427	-	109,427	29,922	21%	100.00%	24,594	5,328	139,349	139,349	-	-	-
2226 Juleburg Demo	455,525	308,984	-	308,984	146,541	32%	100.00%	24,627	121,914	455,525	455,525	-	-	-
2304 CU Boulder Staff Housing Demo	250,105	123,411	-	123,411	126,694	51%	100.00%	120,108	6,586	250,105	250,105	-	-	-
2311 Nelson Road Demo	452,105	165,877	-	165,877	286,228	63%	100.00%	286,228	-	452,105	452,105	-	-	-
2312 S400 Demo	182,741	70,128	-	70,128	112,613	62%	100.00%	56,985	55,628	182,741	182,741	-	-	-
2314 CR 13 Demo	27,000	15,813	-	15,813	11,187	41%	100.00%	7,595	3,592	27,000	27,000	-	-	-
2315 Valley View Waleline	600,450	565,675	-	565,675	34,775	6%	100.00%	1,266	33,509	600,450	600,450	-	-	-
2316 Block 97 Characterization	16,551	5,583	-	5,583	10,968	66%	100.00%	10,022	946	16,551	16,551	-	-	-
2402 CU Lot 149 Demo	257,097	101,474	-	101,474	155,623	61%	100.00%	10,022	155,623	257,097	257,097	-	-	-
2403 DEN 05 East Crushing	501,244	303,128	-	303,128	198,116	40%	100.00%	-	198,116	501,244	501,244	-	-	-
2405 BK 57 bank removal	9,500	3,163	-	3,163	6,337	67%	100.00%	-	6,337	9,500	9,500	-	-	-
2407 BK 57 early import	15,981	4,383	-	4,383	11,598	73%	100.00%	-	11,598	15,981	15,981	-	-	-
2409 1121 Idaho St Abatement	16,000	11,850	-	11,850	4,150	26%	100.00%	-	4,150	16,000	16,000	-	-	-
2412 WCC Water Service	24,000	17,764	-	17,764	6,236	26%	100.00%	-	6,236	24,000	24,000	-	-	-
2413 Quaker Mountain	47,719	15,477	-	15,477	32,242	68%	100.00%	-	32,242	47,719	47,719	-	-	-
2415 Runway 17L - 3SR Crushing	229,950	242,865	-	242,865	(12,915)	-6%	100.00%	-	(12,915)	229,950	229,950	-	-	-
2416 Broadway RACS 2024	42,000	5,522	-	5,522	36,478	87%	100.00%	-	36,478	42,000	42,000	-	-	-
2417 3270 W Colfax RACS	63,840	4,474	-	4,474	59,366	93%	100.00%	-	59,366	63,840	63,840	-	-	-
2418 301 Harmon St House Demo	12,500	8,635	-	8,635	3,865	31%	100.00%	-	3,865	12,500	12,500	-	-	-
2420 ROMO Barn Fires	80,500	22,565	-	22,565	57,935	72%	100.00%	-	57,935	80,500	80,500	-	-	-
Unapplied Job Costs	13,492	0	-	0	13,492	0	100.00%	-	13,492	13,492	13,492	-	-	-
Indirect Job Costs	450,354	0	-	0	450,354	0	100.00%	-	450,354	450,354	450,354	-	-	-
<b>Total Completed Contracts</b>	<b>6,609,944</b>	<b>5,046,874</b>		<b>5,046,874</b>	<b>1,299,518</b>	<b>713,907</b>		<b>1,299,518</b>	<b>713,907</b>	<b>6,609,944</b>	<b>6,505,918</b>	<b>90,534</b>	<b>0</b>	<b>0</b>
<b>UNCOMPLETED CONTRACTS</b>														
2401 Aerropolis Demo	574,406	138,606	51,394	190,000	384,406	67%	72.95%	-	280,423	419,029	395,362	23,667	-	-
2404 DEN Penn Blvd Crushing	626,000	282	375,318	375,600	250,400	40%	0.08%	-	219	501	501	-	-	-
2406 Sophia	671,848	483,600	6,400	490,000	181,848	27%	98.69%	-	179,447	663,047	629,753	33,294	-	-
2408 Rocky Ford Schools Demo	876,500	250	360,750	361,000	515,500	59%	0.07%	-	344,921	614	614	-	-	199,386
2410 Eagle pool 50 dd	748,176	264,122	60,878	325,000	423,176	57%	81.27%	-	189,233	608,043	473,923	134,120	-	-
2411-E Field House Envrlo	245,000	40,283	2,717	43,000	202,000	82%	93.68%	-	343,921	229,516	232,750	-	-	3,234
2411 Field House	2,161,001	598,338	226,642	825,000	1,336,001	62%	72.53%	-	969,016	1,567,374	1,172,314	395,060	-	-
2414 Fort Logan Psych Demo	340,000	1,439	179,061	180,500	159,500	47%	0.80%	-	1,281	2,720	2,720	-	-	-
2419 Garth A Clyde Crushing	226,585	134,826	55,174	190,000	36,585	16%	70.96%	-	25,959	160,785	65,935	94,850	-	-
2421 Fischer Miller Plantarium	60,500	2,269	21,931	24,200	36,300	60%	9.38%	-	3,406	5,675	-	-	-	-
2422 Newton Property Demo	55,000	-	15,000	15,000	40,000	73%	0.00%	-	-	-	-	-	-	-
2423 UALL North Pad Crushing	703,500	-	500,000	500,000	203,500	29%	0.00%	-	-	-	-	-	-	-
2424 S6 CO Rd 2020 Demo	18,000	-	12,000	12,000	6,000	33%	0.00%	-	-	-	-	-	-	-
<b>Total Uncompleted Contracts</b>	<b>7,306,516</b>	<b>1,664,035</b>	<b>1,867,265</b>	<b>3,531,300</b>	<b>3,775,216</b>			<b>-</b>	<b>1,993,269</b>	<b>3,657,304</b>	<b>\$ 3,170,037</b>	<b>\$ 689,887</b>	<b>\$ 202,620</b>	<b>\$ 202,620</b>
<b>Total Contracts</b>	<b>\$ 13,916,460</b>	<b>6,710,909</b>	<b>1,867,265</b>	<b>8,568,174</b>	<b>5,024,090</b>			<b>1,299,518</b>	<b>2,707,176</b>	<b>10,267,248</b>	<b>9,675,955</b>	<b>780,421</b>	<b>202,620</b>	<b>202,620</b>
Less Amount Recognized in Prior Years	4,774,467	2,930,882	1,867,265	3,798,027	2,256,821			1,299,518	1,299,518	4,230,400	4,230,400			
<b>Balance Applicable to the Year Ending December 31, 2024</b>	<b>\$ 9,141,993</b>	<b>\$ 3,780,027</b>	<b>1,867,265</b>	<b>\$ 4,774,467</b>	<b>\$ 2,771,269</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,036,848</b>	<b>\$ 5,445,548</b>	<b>\$ 780,421</b>	<b>\$ 202,620</b>	<b>\$ 202,620</b>
Contract Backlog	\$ 3,649,212	\$ 577,839								\$ 993,349				

## AGREEMENT

Project Name: **2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

1. **Parties.** This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2025** between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **STUDIO 7 NORTH, INC. DBA WESTERN WRECKING** (hereinafter "Contractor").
  
2. **Contract Documents.** The entire contract between the Parties shall consist of and include:
  - A. This Contract, which includes the Cover Page and Table of Contents;
  - B. Standard Specifications for Road and Bridge Construction, dated 2023 adopted by the Colorado Department of Transportation;
  - C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
  - D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
  - E. The Invitation to Bid;
  - F. Notice to Bidders;
  - G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
  - H. Plans and Drawings;
  - I. Proposal Form and Bid Bond Form;
  - J. Payment and Performance Bonds;
  - K. Notice of Intent to Award;
  - L. Notice to Proceed;
  - M. Change Orders;
  - N. Non-Collusion Affidavit;
  - O. Warranty;
  - P. County's Payment Policies;
  - Q. Bid Proposal and Schedule;
  - R. Insurance Certificates; and
  - S. Appendix and other attachments.
  
3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, dated 2023.
  
4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **This project consists of the crushing and screening of used concrete materials.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a **Completion Date Contract**. The **Contract Time of 90 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established.** The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of **FOUR HUNDRED EIGHTEEN THOUSAND DOLLARS (\$418,000.00)**, which amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **FOUR HUNDRED EIGHTEEN THOUSAND DOLLARS (\$418,000.00)**, for fiscal year **2025**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. **Indemnification.** To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services on behalf of the County pursuant to this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission

of the County, or its agents and employees. Contractor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times employees of the Contractor for all purposes. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.**

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

13. **Assignment.** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

15. **Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

16. **Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

17. **Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

18. **Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

19. **Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Colorado Labor Preference.** The provisions of §§ 8-17-101 through 8-17-107, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on the Project. The 80% requirement for Colorado labor shall be waived by the County if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the work of the Project and if compliance with this requirement would create an undue burden that would substantially prevent the Project from proceeding to completion. Colorado labor means any person who is a resident of the State of Colorado at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex is a bona fide occupational qualification. A resident of the State of Colorado is a person who can provide Colorado driver's license, a valid Colorado state issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. This section is not applicable to any project that receives Federal funds. Enforcement for violation of this section is pursuant to rules and regulations to be promulgated by the Colorado Department of Labor pursuant to §§ 8-17-104, 8-17-105 and 8-17-106, C.R.S.

22. **Conflict of Interest.** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

## STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX A

(Updated October, 2020)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the United States, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or a program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the Colorado Department of Transportation or U.S. government be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the County, the Colorado Department of Transportation or U.S. government, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the County will impose such contract sanctions as it, the Colorado Department of Transportation or U.S. government may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - b. cancellation, termination, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract. or procurement as the County, the Colorado Department of Transportation or U.S. government may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that, if the Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



## STANDARD TITLE VI NON-DISCRIMINATION: APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
DOUGLAS J. DEBORD Date  
County Manager

**ATTEST**

\_\_\_\_\_  
Deputy Clerk Date

**APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:**

DocuSigned by:  
*Janet Herman* 12/12/2024  
\_\_\_\_\_  
JANET HERMAN, P.E. Date  
Director of Public Works

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
ANDREW COPLAND Date  
Director of Finance

\_\_\_\_\_  
CHRIS PRATT Date  
Sr. Assistant County Attorney

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Contractor", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **FOUR HUNDRED EIGHTEEN TOUSAND DOLLARS (\$418,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **2025 CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_  
(President)

\_\_\_\_\_  
(Surety Company)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of **FOUR HUNDRED EIGHTEEN TOUSAND DOLLARS (\$418,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **2025 CONCRETE CRUSHING AND RECYCLING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PERFORMANCE BOND  
(CONTINUED)**

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_  
(President)

\_\_\_\_\_  
(Surety Company)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**WARRANTY**

TO: Douglas County, Colorado

FOR: **2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

The undersigned warrants the construction and installation of the above improvements in accordance with and as contemplated by the Project plans and specifications. Should any of the materials prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **twelve months** after the date on which the Project is finally accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this warranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, **2025**

CONTRACTOR: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTICE OF INTENT TO AWARD  
FOR THIS COMPLETION DATE CONTRACT**

**TO: STUDIO 7 NORTH, INC. DBA WESTERN WRECKING**

**PROJECT 2025 CONCRETE CRUSHING AND RECYCLING PROJECT**  
**DESCRIPTION: DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

The County has considered the Bid submitted by you for the above described work in response to its Bid Opening dated **NOVEMBER 26, 2024.**

You are hereby notified that your Bid has been conditionally accepted in the amount of **FOUR HUNDRED EIGHTEEN TOUSAND DOLLARS (\$418,000.00).**, subject to approval by the Board of County Commissioners.

You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) calendar days from the date of this Notice of Intent to Award.**

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, Warranty and all other formal Contract Documents within **ten (10) days from the date of this Notice,** said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

**You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.**

Dated 12/12/2024

County: Douglas County

DocuSigned by:  
*Janet Herman*

By:

JANET HERMAN, P.E.

Title: Director of Public Works

**ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:**

Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

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



**NOTICE TO PROCEED  
FOR THIS COMPLETION DATE CONTRACT**

TO: **STUIDO 7 NORTH, INC. DBA WESTERN WRECKING**

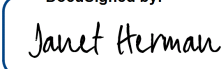
FROM: **DOUGLAS COUNTY GOVERNMENT**

DATE: \_\_\_\_\_

REGARDING: **2025 CONCRETE CRUSHING AND RECYCLING PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-004**

You are hereby notified that work associated with this Completion Date Contract will commence on **JANUARY 6, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated \_\_\_\_\_. The Contract Time of **90 calendar days** will be used to establish the Completion Date. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **APRIL 6, 2025**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County

By:   
\_\_\_\_\_  
JANET HERMAN, P.E.

Title: Director of Public Works

Date: 12/12/2024  
\_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

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

## COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Keith Burke, Project Manager.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

## ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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



**PROJECT SPECIAL PROVISIONS**

**2025 CONCRETE CRUSHING AND  
RECYCLING PROJECT**

**DOUGLAS COUNTY PROJECT  
NUMBER CI 2025-004**

**November 2024**

*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-1*

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**2025 CONCRETE CRUSHING AND RECYCLIG PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-0002**

The following “Special Provisions” shall supplement the 2023 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (“Blue Book”) and shall take precedence over the Plans and Specifications in case of any discrepancies.

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*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-2*

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**REVISION OF SECTION 304  
AGGREGATE BASE COURSE**

**Section 304 of the Standard Specifications is hereby revised as follows:**

**DESCRIPTION**

**Subsection 304.01 is hereby revised to include the following:**

The work consists of crushing stockpiled concrete aggregate screened to a class 6 gradation.

**BASIS OF PAYMENT**

**Subsection 304.08 is hereby revised to include the following:**

Payment shall be made under:

**Pay Item**

Concrete Crushing (Class 6) (Crushing)

**Pay Unit**

Cubic Yard

The Contract Unit Price shall be full compensation for all labor, and equipment needed to complete the work (including set-up, maintenance, water, stockpiling and redistribution of stockpile material as needed during crushing). Payment shall be made according to the bid prices per cubic yard of material produced as determined by certified survey.

All the concrete Material is located at the Moore Road Facility located at 8500 N. Moore Road, Littleton, CO. The Contractor shall provide equipment for all crushing. Crushing of concrete aggregate on site will only be available Monday through Friday from 7:00 a.m. until 7:00 p.m.

*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-3*

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**REVISION OF SECTION 626  
MOBILIZATION**

**Section 626 of the Standard Specifications is hereby revised as follows:**

**DESCRIPTION**

**Subsection 626.01 is hereby revised to include the following:**

One mobilization is anticipated for this Project.

**BASIS OF PAYMENT**

**Subsection 626.02 is hereby revised to include the following:**

Payment shall be made under:

**Pay Item**

Mobilization

**Pay Unit**

Each

*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-4*

**REVISION OF SECTION 700  
FORCE ACCOUNT ITEMS**

**DESCRIPTION**

This Project Special Provision contains the estimate for force account items included in the Contract. Force Account work shall be performed as directed by the Project Manager.

**BASIS OF PAYMENT**

Payment will be made in accordance with Subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, State, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<b><u>Force Account Item</u></b>	<b><u>Quantity</u></b>	<b><u>Amount</u></b>
F/A Minor Contract Revisions	F/A	\$100,000

**F/A Minor Contract Revisions** – This item will cover the cost of unanticipated work that is determined to be necessary as work on the Project progresses, which was not shown or described in the Contract Plans and specifications. Minor Contract Revisions will be used as needed. There will be no payment for this force account item unless written authorization is provided to the Contractor from the Project Manager.



**PROJECT SPECIAL PROVISIONS**

**2025 CONCRETE CRUSHING AND  
RECYCLING PROJECT**

**DOUGLAS COUNTY PROJECT  
NUMBER CI 2025-004**

**November 2024**



*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-1*

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**2025 CONCRETE CRUSHING AND RECYCLIG PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2025-0002**

The following “Special Provisions” shall supplement the 2023 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (“Blue Book”) and shall take precedence over the Plans and Specifications in case of any discrepancies.

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*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-2*

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**REVISION OF SECTION 304  
AGGREGATE BASE COURSE**

**Section 304 of the Standard Specifications is hereby revised as follows:**

**DESCRIPTION**

**Subsection 304.01 is hereby revised to include the following:**

The work consists of crushing stockpiled concrete aggregate screened to a class 6 gradation.

**BASIS OF PAYMENT**

**Subsection 304.08 is hereby revised to include the following:**

Payment shall be made under:

**Pay Item**

Concrete Crushing

**Pay Unit**

Cubic Yard

The Contract Unit Price shall be full compensation for all labor, and equipment needed to complete the work (including set-up, maintenance, water, stockpiling and redistribution of stockpile material as needed during crushing). Payment shall be made according to the bid prices per cubic yard of material produced as determined by certified survey.

All the concrete Material is located at the Moore Road Facility located at 7201 Waterton Road, Littleton, CO. The Contractor shall provide equipment for all crushing. Crushing of concrete aggregate on site will only be available Monday through Friday from 7:00 a.m. until 7:00 p.m.

*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-3*

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**REVISION OF SECTION 626  
MOBILIZATION**

**Section 626 of the Standard Specifications is hereby revised as follows:**

**DESCRIPTION**

**Subsection 626.01 is hereby revised to include the following:**

One mobilization is anticipated for this Project.

**BASIS OF PAYMENT**

**Subsection 626.02 is hereby revised to include the following:**

Payment shall be made under:

**Pay Item**

Mobilization

**Pay Unit**

Each

*Douglas County Department of Public Works Engineering  
2025 Concrete Crushing and Recycling Project  
Douglas County Project Number CI 2025-004  
Project Special Provisions  
November 2024*

*PSP-4*

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**REVISION OF SECTION 700  
FORCE ACCOUNT ITEMS**

**DESCRIPTION**

This Project Special Provision contains the estimate for force account items included in the Contract. Force Account work shall be performed as directed by the Project Manager.

**BASIS OF PAYMENT**

Payment will be made in accordance with Subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, State, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<b><u>Force Account Item</u></b>	<b><u>Quantity</u></b>	<b><u>Amount</u></b>
F/A Minor Contract Revisions	F/A	\$100,000

**F/A Minor Contract Revisions** – This item will cover the cost of unanticipated work that is determined to be necessary as work on the Project progresses, which was not shown or described in the Contract Plans and specifications. Minor Contract Revisions will be used as needed. There will be no payment for this force account item unless written authorization is provided to the Contractor from the Project Manager.

# 2025 CONCRETE CRUSHING AND RECYCLING

*DOUGLAS COUNTY, COLORADO  
DOUGLAS COUNTY PROJECT NO. CI 2025-004*



Rev	Date	Description	App

**DOUGLAS COUNTY**  
COLORADO  
Engineering Division  
100 Third Street  
Castle Rock, Colorado 80104  
(303) 660-7490

**2025 CONCRETE CRUSHING AND RECYCLING**  
**DOUGLAS COUNTY PROJECT CI 2025-004**  
  
CI2025-004

Design: JB  
Drawn: JB  
Checked: JB  
Date Created: 10/22/2024  
Date Modified:  
Scale: Not to Scale  
Job No.:

Sheet  
1  
of  
1 Sheets