



**CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
DOUGLAS COUNTY**

**GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**

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.

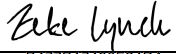
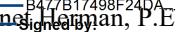

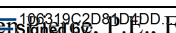

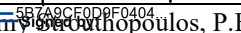
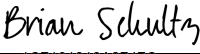
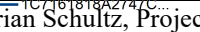
For use with the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, dated 2023; CDOT Standard Plans, as current at the time of Bid.

PRE-BID CONFERENCE: TUESDAY, APRIL 15, 2025, at 9:00 A.M.

BID-OPENING: TUESDAY, APRIL 29, 2025, at 2:30 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:

	4/10/2025	Zeke Lynch, P.E., Asst. Dir of Public Works on behalf of Janet Herman, P.E.
		
	4/9/2025	
		
	4/9/2025	
		
	4/9/2025	
		

Brian Schultz, Project Manager

**GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032
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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: **GRIGS ROAD PAVING PROJECT**
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032

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): until **2:30 P.M.** (local time), **TUESDAY, APRIL 29, 2025**. The Contract Documents may be obtained **after 10:00 A.M., MONDAY, APRIL 7, 2025**, at the same Douglas County Rocky Mountain E-Purchasing System website.

All questions are due to Brian Schultz, Project Manager by 5:00 P.M. (local time), on TUESDAY, APRIL 22, 2025.

Bid opening will be conducted at **2:30 P.M. on: TUESDAY, APRIL 29, 2025**, 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: **Brian Schultz, Project Manager**

A Pre-Bid conference will be held at **9:00 A.M. on: TUESDAY, APRIL 15, 2025** at:

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

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:

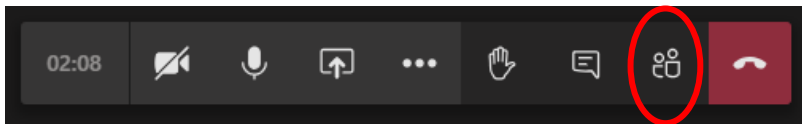
- Bandwidth – Internet connection of 3mbps or greater
- Audio – *Headset with a microphone plugged into PC*
- Computer – Recommended browser: Chrome, Edge, Safari
- Recommended OS: Windows 10 or MacOS

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 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 **9:00 A.M. on: TUESDAY, APRIL 15, 2025**

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:

Meeting ID: 222 854 835 427

Passcode: QA9XB9Mj

[+1 720-739-2066,,464270646#](https://teams.microsoft.com/join/222854835427?passcode=QA9XB9Mj)

Phone conference ID: 464 270 646#

Bid Opening

Scheduled for **2:30 P.M. on: TUESDAY, APRIL 29, 2025**

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

Meeting ID: 278 192 750 253

Passcode: XS6iX63D

[+1 720-739-2066,,298709109#](https://teams.microsoft.com/join/278192750253?passcode=XS6iX63D)

Phone conference ID: 298 709 109#

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: Brian Schultz, Project Manager

until **2:30 P.M, local time on: TUESDAY, APRIL 29, 2025**

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). Required Submittal Attachments shall reference **GRIGS ROAD PAVING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2021-032.**

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 **Brian Schultz, Project Manager OR JOANNA MILLER Phone: 303.814.4338 Email: 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: **Brian Schultz, 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: **GRIGS ROAD PAVING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2021-032, 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: BRIAN SCHULTZ 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:
 Brian Schultz, 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 **9:00 A.M. on: TUESDAY, APRIL 15, 2025**. 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.

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 07/07/2025
2. Engineer to identify one of the following:
Standing DRB Yes No X
On Demand DRB Yes X No

BID DOCUMENTS
FOR CONSTRUCTION OF
GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032

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). Required Attachment Submittals shall be clearly labeled with the words:

GRIGS ROAD PAVING PROJECT, DOUGLAS COUNTY
PROJECT NUMBER CI 2021-032

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: Brian Schultz, Project Manager
(County)

FROM: RME Ltd., LLC dba Elite Surface Infrastructure

(hereinafter Bidder)

Amount - The above-named Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for **GRIGS ROAD PAVING PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**, 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 \$ 2,546,020.60. 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 **GRIGS ROAD PAVING PROJECT DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**, 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.

**GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
201	CLEAR AND GRUBBING	1	LS	\$ 26676.50	\$ 26676.50
202	REMOVAL OF ASPHALT PAVEMENT	1,040	SY	\$ 16.50	\$ 17,160.00
202	REMOVAL OF GROUND SIGN AND POST	17	EACH	\$ 122.00	\$ 2,074.00
202	REMOVAL OF CMP	205	LF	\$ 35.00	\$ 7,175.00
202	REMOVAL FENCE	900	LF	\$5.70	\$ 5,130.00
203	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	6,474	CY	\$ 7.50	\$ 48,555.00
203	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	6,076	CY	\$ 8.30	\$ 50,430.80
203	POTHOLING (UTILITY)	200	HOURL	\$ 238.00	\$ 47,600.00
203	BLADING	16	HOURL	\$ 195.00	\$ 3,120.00
207	TOPSOIL (FURNISH AND DISTRIBUTE)	1,003	CY	\$ 49.15	\$ 49,297.45
208	EROSION CONTROL LOG (6 INCH)	11,299	LF	\$ 3.25	\$ 36,721.75
208	CONCRETE WASHOUT STRUCTURE	1	EACH	\$ 3,354.00	\$ 3,354.00
208	PREFABRICATED VEHICLE TRACKING PAD	1	EACH	\$ 19,170.50	\$ 19,170.50
208	REINFORCED ROCK BERM (10 FOOT)	8	EACH	\$ 233.00	\$ 1,864.00
208	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR AND EQUIPMENT)	8	EACH	\$ 753.00	\$ 6,024.00
208	INLET PROTECTION	8	EACH	\$ 458.00	\$ 3,664.00
208	EROSION CONTROL MANAGEMENT	200	DAY	\$ 127.00	\$ 25,400.00
212	SEEDING (NATIVE)	1.77	ACRE	\$ 320.00	\$ 566.40
213	MULCHING	1.77	ACRE	\$ 1070.00	\$ 1,893.90

**GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
213	MULCH TACKIFIER	354	LB	\$ 4.00	\$ 1,416.00
213	SOIL AMENDMENT	1.77	ACRE	\$ 800.00	\$ 1,416.00
304	AGGREGATE BASE COURSE (CLASS 6) (HAUL AND PLACE)	8,473	CY	\$ 23.50	\$ 199,115.50
403	HOT MIX ASPHALT (GRADING S) (75) (PG64-22) (PAVING) (HAUL AND ASPHALT)	2,394	TON	\$ 103.00	\$ 246,582.00
403	HOT MIX ASPHALT (GRADING SX) (75) (PG64-22) (PAVING) (HAUL AND ASPHALT)	2,394	TON	\$ 110.00	\$ 263,340.00
412	CONCRETE PAVEMENT (CLASS P) (6 INCH)	38	SY	\$ 79.80	\$ 3,032.40
420	GEOTEXTILE (DRAINAGE) (CLASS 2)	360	SY	\$ 4.00	\$ 1,440.00
506	RIPRAP (9 INCH)	12	CY	\$ 197.00	\$ 2,364.00
603	24" REINFORCED CONCRETE PIPE	179	LF	\$ 156.20	\$ 27,968.75
603	24" REINFORCED CONCRETE PIPE FLARED END SECTION	4	EACH	\$ 6,916.00	\$ 27,664.00
604	INLET TYPE R (5 FOOT)	8	EACH	\$ 10,930.30	\$ 87,442.40
607	FENCE (3 STRAND SMOOTH WIRE) (METAL POST)	900	LF	\$ 4.20	\$ 3,780.00
608	CONCRETE CURB RAMP (6 INCH)	10	SY	\$ 490.00	\$ 4,900.00
609	CURB AND GUTTER, TYPE 2 (SECTION II-B) (CLASS P)	10,875	LF	\$ 20.95	\$ 227,831.25
612	DELINEATOR (TYPE I) (1 WHITE)	88	EACH	\$ 122.00	\$ 10,736.00
614	SIGN PANEL (CLASS I)	103	SF	\$ 24.00	\$ 2,472.00
614	STEEL SIGN POST (2" X 2" SQUARE POST)	160	LF	\$ 28.00	\$ 4,480.00
615	EMBANKMENT PROTECTOR (TYPE 5)	2	EACH	\$ 2,940.00	\$ 5,880.00
620	SANITARY FACILITY	1	EACH	\$ 611.00	\$ 611.00

**GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
625	CONSTRUCTION SURVEYING	1	LS	\$ 50,000.00	\$ 50,000.00
626	MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00
627	PAVEMENT MARKING PAINT (WATERBORNE)	160	GAL	\$ 104.00	\$ 16,640.00
627	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS (90 MIL) (CROSSWALK / STOP BAR)	80	SF	\$ 17.00	\$ 1,360.00
630	TRAFFIC CONTROL (SPECIAL)	1	LS	\$ 122,183.00	\$ 122,183.00
630	VARIABLE MESSAGE BOARD	3	EACH	\$ 9,163.00	\$ 27,489.00
700	F/A EROSION CONTROL	1	F/A	\$ 50,000.00	\$50,000.00
700	F/A MINOR CONTRACT REVISIONS	1	F/A	\$250,000	\$250,000
				\$ 750,000.00	\$750,000.00
				\$2,046,020.60	
				\$ 2,546,020.60	

Douglas County Acknowledgment of edits Date

TOTAL BID

Bidder/ Contractor Acknowledgment of edits Date

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, RME Ltd., LLC dba
Elite Surface Infrastructure
, as Principal, and Axis Insurance Company
, a Corporation

duly organized under the laws of the State of Illinois, 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 Amount Bid Dollars (\$5% of Amt. Bid), 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 **GRIGS ROAD PAVING PROJECT**
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032.

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. Signed, Sealed & Dated: April 29th, 2025

ATTEST:



(Principal's Secretary)

RME Ltd., LLC dba Elite Surface Infrastructure
PRINCIPAL

By:



115 Inverness Drive E, Suite 100
Englewood, CO 80112
(Address)



(Witness as to Principal)

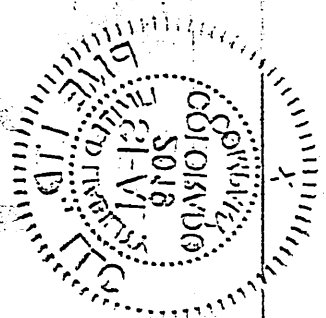
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Englewood, CO 80112
(Address)

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FORM

BID BOND
- continued -

ATTEST:

Axis Insurance Company

SURETY

BY:

(Surety) Secretary- Andrew Thome, Attorney-in-Fact

(SEAL)



10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009

(Address)

(Witness as to Surety) Ashley Miller, Witness

10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009

(Address)

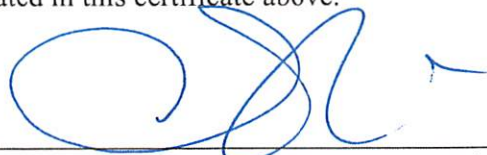
State of Missouri
County of St. Louis

On 4/29/2025, before me, a Notary Public in and for said County and State,
residing therein, duly commissioned and sworn, personally appeared Andrew Thome
known to me to be Attorney-in-Fact of

Axis Insurance Company

the corporation described in and that executed the within and foregoing instrument, and known to
me to be the person who executed the said instrument in behalf of said corporation, and he duly
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and
year stated in this certificate above.



Ashley Miller, Notary Public

My Commission Expires: _____

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Andrew Thome, Blake Messer, Donna Robson, Christina Culotta and Dana Johnessee.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. ~~The Company may revoke this appointment at any time.~~

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: _____

Printed Name: Andrew M. Weissert

Title: Senior Vice President



STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Angela Grubbs
Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 29 day of April, 2025.

By: _____

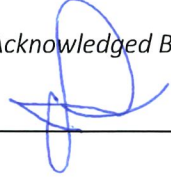
Printed Name: Frances R. Mathis

Title: Assistant Secretary



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>
None issued	N/A	N/A	

STATEMENT OF BIDDER'S QUALIFICATIONS

**GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**

(To be included in Bid Proposal)

DATE SUBMITTED 4/29/2025

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? RME Ltd., LLC dba Elite Surface Infrastructure
2. Permanent main office address? 115 Inverness Dr East, Suite 100, Englewood, CO 80112
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?
Rocky Mountain Excavating, Inc. - 21 years
PLM Asphalt and Concrete, LLC 16 years
5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):
See the attached list of projects on hand
6. Are you licensed as a Municipal Contractor or any other title?
Yes ☒ No ☐ If Yes, in what city, county and state?
See the attached list of licenses

What Class license and number? See the attached list of licenses

7. General character of work performed by your firm? Earthwork, underground utilites, asphalt milling, asphalt paving, site concrete

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

9. Has your firm ever defaulted on a contract?
Yes _____ No ☒ 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.)

See the attached list of completed projects

11. List your firm's experience in construction work similar in importance to this Project. **DETAIL** (Use additional sheets if necessary.)

ESI has completed numerous roadway paving improvement and paving projects with similar socpe to the Griggs Road Paving project for various municipalities and Fedral government entities throughout Colorado.

Refere to the attached list of similar projects and project recaps for highlighted projects that ESI has completed. More detailed infomration is available upon request.

12. List your firm's major equipment available for this contract.

See the attached list of owned equipment. If there is a specific piece of equipment not available at time of project, ESI will rent that equipment from a local rental company.

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

NAME

Christopher A. Weems - CEO

Nathan Amsinger - COO

Jeremiah Kamp - Vice President

Jake Rae - Vice President

EXPERIENCE

28 years in civil construction

21 years in civil construction

19 years in civil construction

30+ years in civil construction

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

Yes _____ No ☒ If Yes, PROVIDE DETAILS.

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.

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. UMB Bank, NA - Gregory Hottman (303) 839-2217 gregory.hottman@umb.com

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

See the attached sample Certificate of Insurance

What Insurance Company? Amerisure Partners Insurance Company

19. What are your firm's bond limitations? \$40MM single project and \$100MM aggregate

20. Credit Available? \$10MM line of credit with \$2MM balance

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 _____

23. The Bidder shall provide a complete list of all subcontractors to be used, work to be performed by item, and dollar amount of subcontracted work. No change in this subcontractor list shall be made without written authorization by the Project Engineer.

Subcontractor	Items of Work	Dollar Amount
<u>Powell Restoration</u>	<u>Seeding, Erosion Control, Inlet Prot.</u>	<u>\$59,414.60</u>
<u>Souder Miller & Associates</u>	<u>Construciton Surveying</u>	<u>\$62,240.00</u>
<u>Leadens Contracting, Inc.</u>	<u>Permanent Signage, Thermoplastic</u>	<u>\$22,110.00</u>
<u>GDT Traffic Control</u>	<u>Traffic Control</u>	<u>\$100,000.00</u>
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24. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County of Douglas in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT 10:00 am, this 29th day of April, 2025.

RME Ltd., LLC dba Elite Surface Infrastructure

(Name of Bidder)

By 

Jeremiah Kamp - Vice President

Title

STATE OF Colorado)

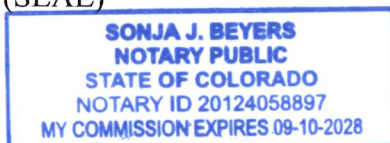
) ss

COUNTY OF Arapahoe)

Sonja Beyers being first duly sworn, deposes and says that Jeremiah Kamp is the Vice President of RME Ltd LLC dba Elite Surface Infrastructure the Bidder that has submitted the attached Bid, and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to me before this 29th day of April, 2025


(Notary Public)

(SEAL)



My commission expires: 9-10-2028

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

STATE OF Colorado _____)

COUNTY OF Arapahoe _____)

Jeremiah Kamp _____, being first duly sworn, deposes and says that:

- (1) He/She is the Vice President of _____
RME Ltd., LLC dba Elite Surface Infrastructure _____, 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:  _____

Jeremiah Kamp _____

(Print Name)

Vice President _____

(Title)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- continued -

Subscribed and sworn to before me this 29th day of April, 2025.



Sonja J. Beyers
(Notary Public)

(SEAL)

My commission expires: 9-10-2028.

AGREEMENT

Project Name: **GRIGS ROAD PAVING PROJECT**
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032

1. **Parties.** This Agreement is made and entered into this **10TH** day of **JUNE, 2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **RME LTD., LLC DBA ELITE SURFACE INFRASTRUCTURE** (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 extension of the existing asphalt pavement from Daniels Park Road to the East/West Regional Trailhead & Pavilion parking lot. The project will span 1 mile in length and will require significant earthwork, the installation of new curb and gutter, and the construction of six-inch asphalt pavement. Additionally, drainage enhancements will be implemented throughout the installation of eight (8) new inlet structures. The existing metal pipe culvert crossings will be replaced with upgraded reinforced concrete pipes and flared-end sections.** 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 \$2,046,020.60 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 \$2046,020.60 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).

IN WITNESS WHEREOF, the parties have set their hands and seal the day herein first above written.

RME LTD., LLC DBA ELITE SURFACE INFRASTRUCTURE

SIGNED: _____

PRINT NAME & TITLE:

DATE: _____

ATTEST:

TITLE:

Signature of Notary Public Required:

STATE OF _____)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

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

APPROVED AS TO CONTENT:

ABE LAYDON Date
Chair

DOUGLAS J. DEBORD Date
County Manager

ATTEST

Deputy Clerk Date

APPROVED BY DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS:

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 **\$2,046,020.60** 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 **GRIGS ROAD PAVING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**, 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 **\$2,046,020.60** 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 **GRIGS ROAD PAVING PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**, 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: **GRIGS ROAD PAVING PROJECT**
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032

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: RME LTD., LLC DBA ELITE SURFACE INFRASTRUCTURE

PROJECT GRIGS ROAD PAVING PROJECT
DESCRIPTION: DOUGLAS COUNTY PROJECT NUMBER CI 2021-032

The County has considered the Bid submitted by you for the above described work in response to its Bid Opening dated **APRIL 29, 2025**.

You are hereby notified that your Bid has been conditionally accepted in the amount of **\$2,046,020.60**, 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 _____

County: Douglas County

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: **RME LTD., LLC DBA ELITE SURFACE INFRASTRUCTURE**

FROM: **DOUGLAS COUNTY GOVERNMENT**

DATE: **JUNE 10, 2025**

REGARDING: **GRIGS ROAD PAVING PROJECT
DOUGLAS COUNTY PROJECT NUMBER CI 2021-032**

You are hereby notified that work associated with this Completion Date Contract will commence on **JULY 7, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated **JUNE 10, 2025**. 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 **OCTOBER 5, 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: _____

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: **Brian Schultz, 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: _____