SAMPLE CONTRACT
DO NOT SIGN

CONSTRUCTION CONTRACT
(COAL MINE AVE. (PIERCE ST. TO SHERIDAN BLVD.) IMPROVEMENTS)

THIS CONSTRUCTION CONTRACT (this "Contract"), dated for reference purposes only this _____ day of _____, 2026, is by and between the **COUNTY OF JEFFERSON, STATE COLORADO**, a body politic and corporate (the "County") and _____, a _____ (the "Contractor").

RECITALS

A. The County distributed an Invitation to Bid, Number _____ for roadway improvement services for Coal Mine Ave. (Pierce St. to Sheridan Blvd.) (Project No. 05-69-25-4078) as more specifically set forth in the bid package (the "Bid"). The bid documents and all addenda and attachments, including all plans and specifications shall be collectively referred to as the "Bid Package."

B. The Contractor submitted the bid determined to be the lowest responsive and responsible bidder whose proposal complies with all of the requirements prescribed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. CONTRACT DOCUMENTS.

The "Contract Documents" shall consist of the following documents:

(a) This Contract.

(b) The Statement of Work attached hereto as Exhibit A.

(c) The Bid Package.

(d) The Contractor's Bid Sheet dated _____, 2026, attached hereto as Exhibit B.

(e) The Insurance Requirements, attached hereto as Exhibit C.

(f) The Construction Plans for Jefferson County Project No. 05-69-25-4078.

(g) Any change orders and contract amendments, as applicable.

(h) Project Special Provisions for Jefferson County Project No. 05-69-25-4078.

(i) Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (2025 or current edition), as amended (the "Standard Specifications").

The Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any

conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the Contract Documents, this Contract, the County's Statement of Work, and any Order issued pursuant to this Contract, this Contract shall control.

2. THE WORK.

(a) Statement of Work.

The Contractor shall furnish all the labor, equipment, materials, and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Work"). The Contractor warrants that it is fully qualified to perform the Work in accordance with the professional standards of the industry and shall perform the Work in a workmanlike manner to the satisfaction of the County and in strict accordance with the provisions of this Contract.

(b) Project First Program.

The Project First Program will not be employed formally as part of this project, however both parties are encouraged to utilize the tools and ideals supported by this program.

(c) Knowledge of the Work.

Before submitting a bid, the Contractor shall become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents. The selection of materials and equipment for the Work shall be in accordance with the Contract Documents and the laws of Colorado. The submission of a proposal will be considered conclusive evidence that the Contractor has performed their due diligence and is aware of the conditions to be encountered in performing the work according to the Contract.

(d) Access and Inspection.

The County and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Contract and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The County Representative may order that portions of the Work be uncovered, exposed or made available for observation, If the work thus exposed or examined proves acceptable, the uncovering, removing, or restoring the work will be paid for as extra work. If the work exposed or examined proves unacceptable, the uncovering, removing, or restoring the work shall be at the Contractor's expense. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the County Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved in bringing the Work into compliance with the

Contract, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the County for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the County.

(e) Site Clean-Up.

The Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by the performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site when not needed. If the Contractor fails to maintain the work site in an appropriate condition, the County may, after providing notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

(f) Protection of Property.

All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the County.

(g) Workplace Violence.

If a representative or employee of the Contractor, or a subcontractor, commits an act of workplace violence on the project, they shall be sanctioned as provided by the Contractor's employment policies and, where appropriate, shall be reported to law enforcement authorities. At the request of either the Contractor or the Engineer, the Engineer and the Contractor shall meet to discuss appropriate actions to be taken against the representative or employee. Appropriate action may include removing the representative or employee from the project. If removal is warranted and the Contractor fails to remove the representative or employee, the Engineer may suspend the work by written notice until compliance is achieved.

(h) Utilities.

The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notice to all utility companies, pipeline owners, or other parties affected either directly or indirectly by the Work. Unless otherwise provided in the Contract Documents, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the County as provided in the Contract Documents and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all

of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by utilities.

(i) Traffic Control.

The Contractor shall furnish and maintain all signs, barricades, lights, two-way radios, flaggers, and Traffic Control personnel as necessary to control traffic and provide for the safety of the public, in accordance with the Manual on Uniform Traffic Control Devices and the Colorado Supplement, current edition. Unless otherwise noted in the plans or authorized by the County Representative (or designee), the Contractor shall keep all roads open to traffic at all times.

3. AUTHORIZED REPRESENTATIVES.

The County designates the Resident Engineer, currently Kevin L. Ryburn, P.E., as the "County Representative." The Contractor designates _____ as the "Contractor Representative," and _____ as the "Project Manager". The Contractor Representative shall have the authority to bind the Contractor, and the Project Manager shall be present at the work site as necessary to ensure the Contractor's satisfactory performance. The Project Manager shall also be responsible for advising the County Representative on the status of the Work and for assuring frequent and effective communication with the County and agrees to comply promptly and fully with the reasonable requests and directives issued by the County Representative. The Contractor shall not replace the Contractor Representative or the Project Manager unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative or Project Manager (as applicable) and provides a satisfactory substitute. In the event the County Representative is not satisfied with the management, supervision or other performance of the Contractor Representative or the Project Manager, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative or the Project Manager. The County must approve a substitute Contractor Representative or Project Manager and, in the event no substitute is acceptable, the County may terminate this Contract.

Failure of County's on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the County or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

4. PERIOD OF PERFORMANCE.

(a) Notice to Proceed.

Within ten (10) calendar days of receipt of executed Contract, the Contractor shall provide the County acceptable bonds and certificates of insurance. A Notice to Proceed will be issued upon County approval of the bonding and insurance. The Contractor shall perform no Work until the County Representative issues a Notice to Proceed.

(b) Contract Time.

The Contractor shall commence work under the Contract on or before the 5th day following

the "Notice to Proceed" or per the selected start date allowed in the special provisions. If the Contractor fails to provide a Certificate of Insurance (using the County's myCOI® system) and bonds which comply with the Contract by this date, the Contract Time shall commence, and work will not be allowed until such time as these documents are received and accepted. The Contractor shall complete the Work and fulfill all its other obligations within one hundred and seventy (170) Working Days. The Notice to Proceed will also set forth the Performance Period of the Contract (i.e. Contract Time). All time limits are of the essence in this Contract.

5. PRICE AND PROGRESS PAYMENTS.

The County shall pay the Contractor the verified unit cost basis not-to-exceed price of _____ ($_____) (the "Contract Price") based upon the unit prices set forth in the Contractor's Bid Sheet and in accordance with the following schedule:

(a) if the Contractor is satisfactorily performing the Contract, and provided the required schedule updates have also been submitted and approved, the County shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors within seven (7) calendar days in accordance with the Prompt Payment Law (C.R.S. § 24-91-103).

(b) the County shall retain the Retained Amount until Final Acceptance (as defined in Paragraph 6 below). If the Contractor has completed the Work in a manner finally acceptable to the County, the County may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the County and the Contractor, as applicable, shall comply with the Paragraph entitled Final Inspection and Payment of this Contract.

(c) the Contractor shall, as soon as practicable after the end of the week during performance of the Work, meet with the County to review and finalize an itemized summary of the Work performed stating the percentage of the Work that has been completed and the type of services performed. The County will summarize the monthly Work and provide a monthly Pay Estimate Invoice for the review of the Contractor. The agreed upon Pay Estimate Invoice will be approved by signatures of the Contractor and the County and submitted for payment. The County shall not be required to pay disputed items or quantities until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any overpayment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expenses, meals, or similar or related costs shall be payable without prior approval of the County.

The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, timecards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor

for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the County upon reasonable notice. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between County and Contractor.

6. FINAL INSPECTION AND PAYMENT.

(a) Field Acceptance and Start of Warranty Period.

The Contractor shall notify the County when the Work is complete and ready for field inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the County's receipt of the Letter of Completion, the County Representative shall make a field inspection to determine whether the Work has been completed in accordance with this Contract and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the County within the Contract Time stated in the Commencement and Completion of Work specification, after receipt of the Punchlist. Upon issuance of the Field Acceptance, the Warranty period shall begin as provided in Section 15(d) of this Contract.

(b) Final Acceptance.

A Final Acceptance Letter shall be issued to the Contractor, per Section 16(d) of the Contract. The Contractor shall also deliver to the County all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the County with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

(c) Final Payment.

Upon satisfactory completion of the Work, including all Punchlist items, the County Representative will provide the Contractor with a written acceptance of the Work (the "Field Acceptance"). Final Payment, including the retained portion of any progress payments, shall not be made until the County Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. § 38-26-107. The County shall condition publication and final settlement upon receipt of any duly executed Consent of Surety Letter(s). Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of finds due for labor, materials, supplies, etc.), Final Payment shall be made in full. The publication requirements of this paragraph shall only apply to Purchase Orders where the Purchase Order is $50,000 or greater.

(d) Mechanic's Liens.

If any subcontractor, supplier, or other entity files a mechanic's lien against the project, retainage shall not be released until such time that the Contractor demonstrates, by submitting demonstrable proof or evidence that the lien has been paid, negotiations are ongoing, or legal proceedings are being undertaken.

7. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

(a) Remedy.

If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this Paragraph.

(b) Time Extensions.

Evaluation of all time extension requests shall be based upon the project schedule approved by the County prior to commencement of the Work. Only work which directly affects the critical path shall be considered for a time extension.

(c) Definitions.

The following words shall have the meaning set forth below:

(i) "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.

(ii) "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the County or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.

(iii) "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the County, its agents, employees or contractors, including the County's Representative. In the case of unusually severe weather, the Contractor shall demonstrate to the County that the weather experienced was significantly outside the norm for the specific project area, accompanied by weather data from a minimum of ten (10) years prior.

(iv) "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

(d) Notice of Delay.

For any day on which Contractor is prevented from performing the Work due to No-Fault Delay, Owner Delay or Concurrent Delay, Contractor shall submit a written claim of delay for that day to the County Representative. Such written claim of delay shall set forth the reason for the delay, and shall be delivered on or before the seventh (7th) day following the day for which the delay is claimed. If the written notice of delay is not delivered timely, the claim shall be waived. If such request is for additional time, then the request shall include the information required in §108.08(d)(1)-(4) of the Standard Specifications. The

County Representative, upon consideration of the factors set forth herein, shall conclusively determine the existence of any delay. The County Representative shall, within seven (7) days after receiving the written notice of delay, deliver a written response accepting or denying the delay. If no response is delivered to the Contractor within the said seven (7) day period, the delay is denied.

(e) Price Adjustment.

An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as compensable. The adjustment in Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to the Owner.

(f) Mitigation.

An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work were increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the County be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.

8. DEFAULT AND DAMAGES.

If the Contractor fails to comply with any provision of the Contract Documents, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the County because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the County may terminate this Contract and the Contractor's right to proceed hereunder. If the County terminates this Contract under this paragraph, the Contractor may, at the option of the County, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the County for services acceptable to the County from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

9. LIQUIDATED DAMAGES AND OWNER DELAY DAMAGES.

(a) Liquidated Damages.

Time is of the essence in completing the Work. In the event of delay in the completion of the Work as specified beyond the Contract Time, it would be difficult to determine the exact amount of the loss or damages suffered by the County due to delays in completion of the Work. However, the County has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the

County, as liquidated damages (and not as a penalty), in the amount shown in Table 108-2 in Subsection 108.09 of the Standard Specifications for each and every calendar day beyond the Contract Time. The County reserves the right to deduct said liquidated damages from any amount due to the Contractor under this Contract or, at its option, to collect such liquidated damages directly from the Contractor or its surety. The County reserves the right to recover its actual damages in lieu of recovery of liquidated damages under this section.

(b) Stormwater Management Liquidated Damages.

The Contractor shall at all times comply with all federal, state, county or local agency requirements regarding stormwater management and water quality control relating to the Work, including Standard Specification 208. Alternatively, and in lieu of actual damages for stormwater management and water quality control findings, in the event the Contractor fails to meet the applicable stormwater management and water quality control requirements or has any incidents relating to such management, the exact amount of damages or loss due to such failure would be difficult to determine. Therefore, the Contractor will be liable to the County in an amount between One Thousand, Five Hundred Dollars ($1,500.00) for a Regular Finding and Three Thousand, Five Hundred Dollars ($3,500.00) for each Recalcitrant Finding, for each cumulative calendar day of such failed stormwater management and water quality control as liquidated damages (and not as a penalty), as more specifically set forth in Standard Specification 208.09. The County reserves the right to deduct said liquidated damages from any amount due the Contractor under this Contract or, at its option, to collect such liquidated damages directly from the Contractor or its surety. The County reserves the right to recover its actual damages in lieu of recovery of liquidated damages under this section.

(c) Owner Delay Damages.

Provided the Contractor complies with the Paragraph titled Time Extension and Compensation for Delay, the Contractor shall be entitled to the amount shown in Table 108-2 in Subsection 108.09 of the Standard Specifications for each and every calendar day of delay due exclusively to an Owner Delay (the "Owner Delay Damages"). The Owner Delay Damages constitute full and final compensation to the Contractor for all direct, indirect, and impact costs resulting from Owner Delays, including without limitation extended or unabsorbed home office overhead costs, extended general conditions and field overhead, extra operating or idle equipment costs, labor and equipment inefficiency costs, taxes, insurance, bonds, profit, and interest. The Owner Delay Damages encompass all costs relating to delay, disruption, interference, inefficiency, escalation, and other costs to which the Contractor, subcontractor, consultant, and supplier shall be entitled.

10. CHANGES IN THE WORK.

The County Representative, via written order, may extend the Start Date or the Completion Date or make such changes in the Work as may be necessary to accomplish the purposes intended to be provided under this Contract. The County Representative shall also have such further authority, if any, in accordance with the County purchasing policy to initiate or

process change orders affecting the Contract Price or quantity of services to be performed. The Contractor shall not commence any changed or increased work prior to receipt of a duly executed change order unless directed by the County as provided herein. Except as provided below, the County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein and no payments for Change Order Work shall be made until such time as a fully executed Change Order is received.

11. ENTIRE AGREEMENT.

This Contract contains the entire agreement of the parties relating to the subject matter hereof. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. The terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services. This Contract may only be modified or amended by a writing signed by the authorized signatories of the parties.

12. TERMINATION.

The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Work satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed.

13. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.

The Contractor shall not employ any subcontractors or consultants without the prior written approval of the County Representative. Prior to commencing any Work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Contract. The Contractor shall be responsible for coordination of the Work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Contract so far as are applicable. This Contract is voidable by the County if subcontracted by the Contractor without the express written consent of the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative.

14. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.

The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate

workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

15. INDEMNIFICATION, INSURANCE, AND BONDS.

(a) Indemnification.

The Contractor agrees to and does indemnify, defend, and hold the County and their agents and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses, including attorney's fees, relating to or arising out of any act or omission of the Contractor and its employees, agents, subcontractors or consultants relating to the Work.

(b) Insurance.

The Contractor and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this subparagraph shall be written for not less than the amounts set forth in Exhibit B, attached hereto. The Contractor shall provide certificates evidencing such coverage to the County Representative using the County's myCOI® system prior to commencing the Work and during the term of this Contract shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety and Compliance.

(c) Performance and Payment Bonds.

Prior to commencing work, after a Purchase Order is issued, the Contractor shall furnish to the County, at the Contractor's expense, a separate performance bond and a labor and materials bond, for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any

time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the County. The bonds shall be delivered to the County prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.

(d) Warranty.

The Contractor warrants that the materials and/or workmanship conforms to the Contract Documents and that the materials used are of good quality and new and that the Work is free from defects. If, within one (1) year after the start of the Warranty Period, any Work is found to be defective, the Contractor shall promptly and without cost to the County, replace any materials or re-perform any portion of the Work found to be defective in accordance with the terms of this Contract. This shall include the mitigation of weeds or other deleterious growths within any part of the Work performed by the Contractor including both landscaped areas and non-landscaped areas. This may include herbicide treatment, removal and disposal or any other treatment as approved by the Engineer.

At least sixty (60) calendar days prior to the expiration of the Warranty Period, the County Representative shall make an inspection to determine whether the Work has been completed in accordance with this Contract and shall submit a written list of any defects to the Contractor (the "Warranty Work"). The Contractor shall promptly correct all Warranty Work without additional cost to the County within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the County Representative for approval requesting an extension of time to complete such an item (the "Request for Extension of Warranty Work"). The Request for Extension of Warranty Work must be received by the County Representative within seven (7) calendar days of the Contractor's receipt of the Warranty Work and shall include the Contractor's justification for the request and a schedule for completion of the Warranty.

The Contractor shall assign to the County any longer-term guarantee of materials used by the Contractor as may be provided by the manufacturer. If the Contractor fails to proceed promptly in accordance with the warranty and guarantees, the County may have the Work performed at the expense of the Contractor. The above guarantee does not limit any claims that the County may otherwise have against the Contractor.

(e) Bonds and Certificates of Insurance.

All bonds and certificates of insurance required by this Contract shall be submitted by the Contractor after the issuance of a purchase order and prior to commencement of the Work. Within a reasonable time after submittal, the County shall either approve the bonds and certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons, therefore. The Contractor shall promptly re-submit acceptable bonds or certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance and

bonds have been accepted by the County.

16. APPROPRIATION.

(a) Appropriation of Funds.

For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Contract Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided with written verification of such appropriation upon a request sent to the County Representative.

(b) Subsequent Fiscal Years.

The payment of County obligations in fiscal years after the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year after the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

17. THIRD-PARTY BENEFICIARIES.

The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County and the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

18. NOTICES.

(a) Key Notices.

"Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been

received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The County:
Director of Transportation & Engineering
100 Jefferson County Pkwy., #3500
Golden, CO 80419-3500
Tele: 303-271-8495
Email: TEDContracts@jeffco.us

The Contractor:

Attn:

With a copy to:
Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, CO 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail.

The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

19. MISCELLANEOUS PROVISIONS.

(a) Governing Law and Venue.

This Contract shall be governed by the laws of the State of Colorado, excluding conflicts of laws provisions, and venue for any and all actions shall be in the County of Jefferson, State of Colorado.

(b) Assignability.

This Contract is voidable by the County if assigned by the Contractor without the prior written consent of the County. Subject to this limitation, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

(c) Survival Clause.

Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.

(d) Construction Defect Action Reform Act.

The County and the Contractor agree that this Contract, the Work performed hereunder, and the rights and remedies of each party shall be governed by the terms of this Contract, and shall not be subject to the Construction Defect Action Reform Act, C.R.S. §§ 13-20-801 et seq.

(e) Compliance with Laws.

The Contractor shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Work. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Compliance with laws shall include, but not be limited to, the following:

i. Equal Employment Opportunity.

The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state or local law.

ii. Safety.

The Contractor shall perform the Work in compliance with the requirements of the United States Occupational Safety and Health Act.

iii. Use of Colorado Labor.

Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

(f) Officials Not to Benefit.

No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(g) County's Ownership of Documents.

Any data, reports, drawings, documents or other things or information provided by the County to the Contractor during the performance of the Work and any reports, drawings or other writings required under this Contract to be produced by the Contractor shall be and remain the sole property of the County at all times. The Contractor shall return or provide to the County all data, reports, drawings, documents or other things by the Completion Date and before final payment of the Contract Price.

(h) Conflict of Interest.

The Contractor will not knowingly perform any act which would conflict in any manner with the performance of services required to be performed hereunder. By acceptance of this Contract, Contractor certifies that it is engaged in no current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business which might result in a conflict of interest in the performance of the services under this Contract.

(i) Waiver.

No term or condition of this Contract shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) Governmental Immunity.

Nothing contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.

(k) Sales Tax Exemption.

The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

(l) Headings.

The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(m) Severability.

If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Proper Execution.

Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been

authorized to do so.

(o) Execution by Counterparts; Electronic Signatures.

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____
Vera Braeckman
Procurement Manager

Date: _____

APPROVED AS TO FORM:

_____
Leanne E. Fobes
Assistant County Attorney

CONTRACTOR:

By: _____
Name: _____
Title: _____
Its: _____

STATE OF COLORADO
COUNTY OF _____

The foregoing Construction Contract was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of _____.

WITNESS my hand and official seal.

_____
Notary Public

SAMPLE CONTRACT
DO NOT SIGN

EXHIBIT A

STATEMENT OF WORK

See attached.

SAMPLE CONTRACT
DO NOT SIGN

EXHIBIT B

BID SHEET

SAMPLE CONTRACT
DO NOT SIGN

EXHIBIT C

INSURANCE

See attached.