

PROJECT MANUAL  
for  
**East Main SAR-EMS Buildings Project**

Site Location  
1901 East Main Street  
Cañon City, Colorado

OWNER: Fremont County Attn: Tony Carochi, County Administrator  
Fremont County Administration Building  
615 Macon Ave., Room 106  
Cañon City, Colorado 81212

TABLE OF CONTENTS

<u>DOCUMENTS INCLUDED</u>	<u>PAGES</u>
ADVERTISEMENT FOR BIDS	A-1
INFORMATION FOR BIDDERS	I-1 to I-3
BID FORM	B-1 to B-6
SCOPE OF WORK	B-2 TO B-3
BID SCHEDULE	B-4 to B-5
SIGNATURE PAGE	B-6
SUPPLEMENTARY CONDITIONS	SC-1 to SC-6

Mandatory Pre-Bid Meeting: 1:00 P.M. November 13, 2024

Date Bids Due: 1:00 P.M. November 20, 2024

Completion Date: August 31, 2025 (Contract start dependent on the completion date of site grading, estimated as February 28, 2025)

Bonds Required: 100% Payment Bond  
100% Performance Bond

PUBLIC NOTICE  
ADVERTISEMENT FOR BIDS

Separate and sealed bids will be received by the Fremont County Board of Commissioners at the Fremont County Administration Building, Room 106, 615 Macon Ave., Cañon City, Colorado, 81212, or by electronic submission until **1:00 P.M. local time, on November 20, 2024**, for the “East Main SAR-EMS Buildings Project”, and then at said place and time, publicly opened and read aloud. The work shall generally consist of designing, providing, constructing, and installing, complete in place according to basic requirements below and in the included drawing:

- One slab-on-grade, gable roof, pre-engineered metal storage building (PEMB) abutting to, and matching the roof pitch of existing building.
- One 3-sided post-frame, metal panel roofed and sided building for trailer storage.

Bids will be evaluated and selected by the owner based on proposal, cost, warranty, and previous experience of the bidder. The Bidder must provide 2 descriptions, with locations and photographs, of previous similar installations they have completed.

Contract completion date is June 30, 2025.

Copies of the documents for preparing and submitting BIDS may be obtained at said office or the County website at <https://fremontcountyco.gov/bid-request-portal> or Fremont County’s BidNet Direct portal at [www.bidnetdirect.com/colorado/fremontcounty](http://www.bidnetdirect.com/colorado/fremontcounty).

A mandatory Pre-Bid meeting will be conducted at the site location, 1901 East Main Street, Cañon City, CO at 1:00 P.M. on November 13, 2024 where a walkthrough of the area will be conducted and any questions contractors have will be answered.

## INFORMATION FOR BIDDERS

Each Bid must either be submitted in a sealed envelope, addressed to the Fremont County Board of Commissioners at the above address or electronically at the County website at <https://fremontcountyco.gov/bid-request-portal> or Fremont County's BidNet Direct portal at [www.bidnetdirect.com/colorado/fremontcounty](http://www.bidnetdirect.com/colorado/fremontcounty).

Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for "**East Main SAR-EMS Buildings Project**", and the envelope should bear on the outside the name of the Bidder and the address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Fremont County Board of Commissioners, 615 Macon Ave, Room 106 Cañon City, Colorado, 81212.

All Bids must be made on the required Bid Form that includes the Bid Schedule. All blank spaces for Bid prices must be filled in ink or typewritten and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required. The Bid Schedule shall accompany the Bid Form and any Addenda issued during the bidding process.

The Owner may waive any informalities or minor defects or reject any and all Bids, or portions thereof. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the Bid Schedule by examination of the site and a review of the Drawings and Specifications including any Addenda issued before or after Bids have been submitted. The Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Bid security is not required. **Performance and Payment Bonds are required: both in the amount of 100% of the bid amount.**

The party to whom the Contract is awarded may be required to execute a Contract Agreement (Agreement) and obtain all required bonds within fifteen (15) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Agreement. In case of failure of the Bidder to execute the Agreement, the Owner may at its option consider the Bidder in default.

The Owner within fifteen (15) days of receipt of acceptable Agreement and all required bonds, signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

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

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. A conditional or qualified Bid may be, but is not required to be, cause for rejection.

Award will be made to the lowest responsible, responsive, Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid.

Each prospective Bidder must make his own interpretation of information made available through these Contract Documents and may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the Work. Provisions regarding Change Orders for unforeseen physical conditions will be handled in accordance with common Fremont County procurement practices.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors, when requested to do so by the Owner.

All papers bound with or attached to the Bid Forms are considered a part thereof and must not be detached or altered when BID is submitted.

The plans, specifications and other documents designated in the proposal (Bid) form, will be considered a part of the proposal (Bid) whether attached or not.

Before submitting any Bid, the Bidder shall examine the Contract Documents, including all Addenda, and 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 Owner. The submission of a Bid shall be representation by the Bidder that he has complied with the requirements of the above paragraph.

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 Owner. Conditional Bids may, or may not be, accepted, at the sole discretion of the Owner.

The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members of officers of each firm representing a joint venture, or by an officer of a corporation, or by an agent of the individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address or its corporate officials must be shown.

A Bidder may withdraw or revise his Bid at any time prior to the time stated herein for the opening of Bids. All modifications or withdrawals must be in writing and must arrive at the place where Bids are accepted prior to the time for the opening of Bids. A Bid modification shall not reveal the total amount of the original Bid.

Modification of any Bid shall not be submitted by fax, phone, e-mail, or other electronic method. Any such submittal will be rejected.

BID FORM (page 1 of 6)

Proposal of \_\_\_\_\_(hereinafter  
Name  
called "Bidder") organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as a/an \_\_\_\_\_(Corporation, partnership or individual)

To: The Fremont County Board of Commissioners (hereinafter called "Owner").

The undersigned, in compliance with the Advertisement for Bids for the "**East Main SAR-EMS Buildings Project**", have examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, superintendence and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The undersigned hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the project within the Contract Time as stipulated in these Contract Documents.

The undersigned acknowledges receipt of the following addenda:

---

---

The undersigned understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The undersigned agrees to furnish all labor, materials, equipment, superintendence and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and for the Lump Sum price shown on the attached Bid Schedule. Bidder does not consider that any further examinations, investigations, explorations, tests or studies are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

The undersigned, if awarded the contract for the "**East Main SAR-EMS Buildings Project**", agrees to execute and file a completed Agreement within fifteen (15) days of the Notice of Award and further agrees to complete the work within the Contract Time as stated in these specifications and in the Notice to Proceed.

## BID FORM (page 2 of 6)

BIDDER agrees to perform all the work described in the Contract Documents for the listed price for each type of work.

No materials, additional design, or labor will be furnished by Fremont County. Contractor shall provide all materials, delivery, storage protection, additional design, site preparation, moisture testing, construction, installation, control measures, traffic control, required bonds, insurance, mobilization, incidentals, permits and project closeout requirements.

Contractor must apply for and receive a valid Fremont County building permit prior to the Notice to Proceed. Fremont County will waive permit and inspection fees.

Bidder is responsible for field verification of all dimensions and site conditions prior to submitting any bid.

### **Scope Of Work**

#### East Main SAR-EMS Buildings Project

The work shall generally consist of providing, constructing, and installing the following, complete in place, including all appurtenances and incidentals necessary for fully functional facilities serving their intended purposes:

- Building #1: Slab-on-grade, gable roof, pre-engineered metal storage building (PEMB) abutting to, and matching the roof pitch of existing building.
  - Building to have 16-foot minimum interior sidewalls with open mezzanine on the north end. Building to be partitioned into 2 main sections as indicated in drawing. Include 2-foot roof overhangs on gable and eave ends. No insulation in main storage area.
  - Bottom floor surface elevation to be a minimum of 1-foot above FEMA base flood elevation. Part of building is within 100-year flood plain, zone AE. Concrete slab and apron able to support vehicular traffic and storage.
  - Men's and women's restrooms with baseboard electrical heating, emergency eye wash station, drinking water fill station. Supply and drain plumbing to connect to existing building systems.
  - Service and overhead doors: 2 36" service doors, 2 10-foot wide overhead doors, 1 20-foot wide overhead door, and 1 8-foot wide overhead door. Avalanche bars on roof above all doors under eaves. Gutters included. Skylights will be considered.
  - Electric service including full storage bay and restroom lighting and 20-amp storage bay receptacles.
- Building #2: Three-sided post-frame, metal panel building with gutters for trailer storage.
  - Electrical service for lighted bays and receptacle vehicle block heaters
  - 10-foot-wide bays minimum

## BID FORM (page 3 of 6)

Upon completion, Contractor must remove all debris and clean the site and any storage areas used to the condition prior to initiating work or storage. All removed and excess materials shall be disposed of by the Contractor at approved disposal sites.

Contractor shall coordinate restriction of any building access areas with the Owner to minimize disruption to building employees and public uses.

Separate descriptive specifications are not provided for the project. Bidder must rely on this Scope of Work, Bid Form descriptions, manufacturer's specifications, and Code requirements and his own measurements and evaluation of the existing conditions in preparation of his bid and in performance of the construction of this project.



**Bid Schedule**

EAST MAIN SAR-EMS BUILDINGS PROJECT

**BID ITEM #1: – Design and Planning.**

This bid item includes preconstruction design and planning costs.

BID ITEM #1:

Lump Sum @ \$ \_\_\_\_\_

WRITTEN TOTAL OF BID, BID ITEM #1:

\_\_\_\_\_

**BID ITEM #2: – Bonding, Permits, Storage, and Mobilization.**

This bid item includes payment of obtaining required payment and performance bonds, preparation and submittal of permits, material storage area preparations and security, and all other mobilization costs.

BID ITEM #2:

1 Job) @ \$ \_\_\_\_\_

WRITTEN TOTAL OF BID, BID ITEM #2:

\_\_\_\_\_

**BID ITEM #3: – Purchase and Construction of Building #1.**

This bid item includes purchase and construction of SAR/EMS Building #1 as required in the Scope of Work. This bid item also includes all job close-out and site cleanup costs.

BID ITEM #3:

1 Job) @ \$ \_\_\_\_\_

WRITTEN TOTAL OF BID, BID ITEM #3:

\_\_\_\_\_

**BID ITEM #4: – Purchase and Construction of Building #2.**

This bid item includes purchase and construction of Building #2 and corresponding electrical installation as required in the Scope of Work.

BID ITEM #4:

1 Job) @ \$ \_\_\_\_\_

WRITTEN TOTAL OF BID, BID ITEM #4:

\_\_\_\_\_

**TOTAL OF ALL BID ITEMS 1 through 4: \$** \_\_\_\_\_

WRITTEN TOTAL OF ALL BID ITEMS 1 through 4:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature Page**

EAST MAIN SAR-EMS BUILDINGS PROJECT

Submitted By,

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(e-mail)

\_\_\_\_\_  
(Phone)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_ (Notary Seal)

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions shall supersede and control over any inconsistencies or conflicting provisions within the Contract Documents.

SC-1 The Owner hereby states that the amount of money appropriated for this project is equal to or in excess of the Contract amount.

SC-2 The parties agree that issuance of any change order or other form of order or directive by the Owner or Engineer, that requires additional, compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, is prohibited unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of additional work have been made, or unless such work is covered under a remedy-granting provision in this Contract.

SC-3 Any dispute arising out of this Contract, and the performance thereof, shall be resolved by a state court of appropriate jurisdiction, in Fremont County, Colorado. The prevailing party to any lawsuit shall be entitled to receive, as part of costs awarded, reasonable attorney fees, expert fees, and other costs of litigation.

SC-4 Upon receipt of any payment from the Owner, the Contractor shall be required to make payments to each of his subcontractors the amount due such subcontractor, if such amounts for subcontractor services and materials were included in the Contractor's request for payment and the Contractor actually received such amounts from the Owner. The Contractor shall make such payments to any subcontractor within seven (7) calendar days following receipt of payment from the Owner in the same manner as the Owner is required to pay the Contractor, as long as the subcontractor is satisfactorily performing under his contract with the Contractor. If the Contractor fails to make timely payments to the subcontractor as required by C.R.S. §24-91-103, the Contractor shall pay to the subcontractor interest either as specified by contract, or at the rate of 15% per annum, whichever is higher, on the amount of the payment which was not made in a timely manner.

SC-5 In the event that it becomes necessary for the Owner to take over the completion of any of the Contract performance, then of all amounts owing the Contractor, including the withheld percentage, the amounts shall be applied first toward the cost of completion of the Contract; second, toward performance of the Owner's withholding requirements pursuant to C.R.S. §38-26-107; third, to the surety furnishing bonds for the Contract work, to the extent such surety has incurred liability or expense in completing the Contract work or made payments pursuant to C.R.S. §38-26-106; then to the Contractor.

SC-6 To the extent authorized by law, the Contractor shall indemnify and hold harmless the County against any and all claims, damages, liability and Court awards including costs, expenses and attorneys' fees incurred as a result of any act or omission by the Contractor, or its agents, subcontractors, or assignees pursuant to the terms of this contract.

SC-7 Upon the Notice of Award, Owner shall furnish Contractor with three (3) copies of the Agreement and other Contract Documents, along with appropriate instructions. Contractor shall execute and deliver all copies to Owner, with the required Bonds, within fifteen (15) days of the Notice of Award. Upon execution by Owner, two copies will be returned to Contractor who shall promptly deliver one copy to his surety. Owner will retain one copy.

SC-8 TYPES AND LIMITS OF INSURANCE: In accordance with the insurance requirements of the General Conditions, Contractor shall provide the coverage specified herein. Satisfactory certificates of insurance shall be filed with Owner prior to beginning the Work.

The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

Worker's Compensation:

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's liability: \$100,000

Comprehensive General Liability:

- (1) Bodily Injury:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 Annual Aggregate, Products and Completed Operation
- (2) Property Damage:
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Annual Aggregate
- (3) Property Damage Liability Insurance will provide explosion, collapse, and underground coverages where applicable.
- (4) Personal injury, with exclusion deleted:
  - \$1,000,000 Annual Aggregate

Comprehensive Automobile Liability:

- (1) Bodily Injury:
  - \$1,000,000 Each Person
  - \$1,000,000 Each Accident
- (2) Property Damage:
  - \$1,000,000 Each Occurrence

SC-9 TAXES: In addition to the requirements in the General Conditions, the following provisions apply:

SALES AND USE TAXES: Owner is exempt from Colorado State Sales and Use Taxes on materials to be permanently incorporated in the work. Said taxes shall not be included in the Contract Price. Contractor and subcontractor shall apply to the Colorado Department of Revenue, Sales Tax Division for an exemption certificate and purchase the materials tax free. Contractor and subcontractor shall be liable to State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates.

SC-10 RETAINAGE:

SC-10.1 OWNER REQUIREMENTS: Partial payments will be made as the Work progresses at the end of each calendar month or as soon thereafter as practicable. An amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each estimate shall be withheld until the Notice of Final Acceptance has been issued.

The term 'work' as set forth herein shall be work performed including materials and equipment stored at the construction site. No payments will be made for material delivered to the site.

SC-10.2 STATE REQUIREMENTS: Owner is required by law (C.R.S §38-26-107) to withhold from all payments to Contractor sufficient funds to ensure the payment of all claims for labor, material, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or his subcontractors in or about the performance of the Work. Such funds must be withheld until said claims have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with Owner a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety days following the date fixed for final settlement, as published in a public newspaper in accordance with the law, unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with Owner. At the expiration of such ninety-day period, Owner shall pay to Contractor such moneys and funds as are not the subject of suit and lis pendens notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to ensure the payment of judgments which may result from such suit.

SC-11 OVERTIME WORK: Except as indicated otherwise in the Contract Documents, no Work shall be done between 6:00 p.m. and 7:00 a.m. nor on Sundays or legal holidays without the written permission of Owner. However, emergency work may be done without prior permission. Night work may be undertaken as a regular procedure with the written permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.

## SC-12 CONTRACT TIME AND LIQUIDATED DAMAGES:

SC- 12.1 NOTICE TO PROCEED: Neither the Contractor nor any subcontractor shall commence Work on the Project prior to receipt of the written Notice to Proceed issued by the Owner. The Contractor shall commence Work as soon as practicable after the starting date specified in the Notice to Proceed. All work under the Contract shall be completed within the number of calendar days stated under the Contract Time, plus extensions beginning with the day following the starting date specified in the Notice to Proceed.

The Contractor shall notify Owner 24 hours in advance of the time and place where Work will begin.

SC- 12.2 DETERMINATION AND EXTENSION OF CONTRACT TIME: The number of calendar days allowed for the completion of Work shall be stated on the Bid Form. The contract time shall include all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the Owner to suspend work and to resume work following suspension, shall be excluded, provided the suspension is not due to the Contractor's actions or in-actions.

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

SC-12.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed. The Contractor will proceed with the Work at such a rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

Should the Contractor fail to complete the Work within the Contract Time, or extension of time granted by the Owner, the Contractor shall pay the Owner liquidated damages in an amount of \$ (500) per day for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages provided the delay in completion of the Work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer:

- (A) To any preference, priority or allocation order duly issued by the Owner.

- (B) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal and unforeseeable inclement weather.

**SC-13 NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Contractor agrees to comply, and require all subcontractors to comply, with all provisions of the Colorado Anti-discrimination Act of 1957, as amended; C.R. S. §24-34-301 to 308, as amended, and all provisions of any other Federal or State statute regarding equal employment opportunity in the performance of this Contract.

**SC-14 DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS:** In the event of an archaeological find during any phase of construction, the following procedure will be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site as possible.
- (2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed,
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find. In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by EPA.

**SC-15 CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL MEASURES:** Every effort shall be made by the Contractors and subcontractors to prevent and correct problems associated with erosion and runoff processes which could occur during and after project construction. The efforts should be consistent with applicable local and state ordinances and the EPA Non-point Source Pollution Control Guidance. Where appropriate, the Contractor's efforts shall reflect the following engineering principles:

- (1) When appropriate, land grading and excavating should be kept at a minimum to reduce the possibility of creating runoff and erosion problems which require extensive control measures.
- (2) Whenever possible, topsoil should be removed and stockpiled before grading begins.
- (3) Land exposure should be minimized in terms of area and time.



(4) Exposed areas subject to erosion should be covered as quickly as possible by means of mulching or vegetation.

(5) Natural vegetation should be retained whenever feasible.

(6) Appropriate structural or agronomic practices to control runoff and sedimentation should be provided during and after construction.

(7) Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and clearing activity.

SC-16 CONSTRUCTION SITE TRAFFIC CONTROL: Every effort shall be made by the Contractor and subcontractors to keep construction activities and practices within reasonable limits of the site, to maintain adjacent traffic flow and to minimize disruption and preserve adjoining lands and environment. Contractor shall make provisions to maintain existing traffic flow with minimal interruptions and delay.

SC- 17 CONSTRUCTION SITE DRAINAGE CONTROL: Every effort shall be made by the Contractor and subcontractors to keep the drainage and runoff from adjacent areas free and clear of debris and able to transport stormwater runoff flows efficiently and effectively into existing channels and culverts and inlets while providing protection for ongoing construction activities and existing roads.

SC-18 SITE ACCESS: Every effort shall be made by the Contractor and subcontractors to keep the area open for customer use. The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

SC-19 SITE CLEAN-UP: Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.

SC-20 REPLACEMENT OF DAMAGED PROPERTY: The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

SC-21 DEBARMENT AND SUSPENSION (Executive Orders 12549 And 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.