

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2025-23**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE,  
COLORADO, AUTHORIZING A CONTRACT FOR SERVICES WITH  
COLUMBINE HILLS CONSTRUCTION LLC FOR CONSTRUCTION OF NEW  
SEGMENT OF KEYSTONE RANCH ROAD**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, the Town Council found it in the best interest of the Town to reconstruct a segment of road beginning at Keystone Ranch Road; and

WHEREAS, on May 28, 2025, the Town issued an RFP for construction services for a segment of Keystone Ranch Road and received three proposals; and

WHEREAS, on July 16, 2025, staff considered the three finalist proposals, and recommended Columbine Hills Construction LLC be selected as the contractor to construct the pathway for a total cost not to exceed \$222,260.00; and

WHEREAS, the Town Council of the Town of Keystone has determined that this price quoted by Columbine Hills Construction LLC is a fair and reasonable price.

**Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:**

Section 1. The Town Council approves an agreement for services with Columbine Hills Construction LLC to construct a segment of Keystone Ranch Road. The agreement is substantially in the form is attached as Exhibit A. The Town Manager and the Town Attorney are authorized to finalize the agreement, and the Mayor is authorized to execute the agreement.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

**ADOPTED by a vote of 7 in favor and 0 against, this 22nd day of July 2025.**

Signed by:  
By: Kenneth D. Riley  
FFCC105F18734F9...  
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

DocuSigned by:  
By: Madeline Sielev  
04E4BE3F50A1424...  
Town Clerk

Signed by:  
By: Jennifer Madsen  
89751994A1B74EC...  
Town Attorney

**TOWN OF KEYSTONE  
CONSTRUCTION CONTRACT  
FOR THE FOLLOWING PROJECT:  
Keystone Ranch Road Construction Project**

This Construction Contract ("Construction Contract" or "Contract") is made and entered into by and between **COLUMBINE HILLS CONSTRUCTION LLC**, (hereinafter, "Contractor"), a limited liability company organized pursuant to the laws of the State of Colorado and having a principal office address of 252 Warren Avenue Suite 203, Silverthorne, CO 80498, and the **TOWN OF KEYSTONE** (hereinafter, "Town" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 1628 Saints John Road, Keystone, Colorado 80498 (the Town and Contractor are referred to herein singularly as a "Party" and collectively as the "Parties").

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

**PART 1 – WORK; TIME**

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 This Contract is effective on the date it is signed by both parties. The Contractor agrees to undertake the performance of the Work within Ten (10) days following the Notice to Proceed and agrees that the Work will be completed within Ninety (90) calendar days of the date of the Notice to Proceed ("Contract Time") unless the Contract Time is extended by the Town as provided in the Contract Documents. The Contract shall automatically terminate upon the expiration of the warranty described in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the Town," such subsequent approval by the Town does not mean that Town is responsible for the accuracy, thoroughness, or judgment contained in the document. The Town does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the Town is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

**PART 2 – CONTRACT PRICE AND PAYMENT**

2.01 The Town shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Form, not to exceed Two Hundred and Twenty Two Thousand and Two Hundred and Sixty Dollar and 00/100 Dollars.(\$222,260.00).

2.02 The Town shall make payments as set forth in Article 9 of the General Conditions, subject to the Town's obligation to retain a portion of the payments until final completion and acceptance by the Town of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The Town represents that either an appropriation for the price specified in this Construction Contract has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the Town of Keystone is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town of Keystone and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

### **PART 3 – CONTRACTOR'S REPRESENTATIONS**

3.01 In order to induce the Town to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the Town is/are acceptable to the Contractor.

(d) Contractor agrees to complete no less than 70% of the Work identified in the Request for Proposal.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of Final Completion of the Project, and further agrees to indemnify and save the Town harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this Paragraph.

3.03 Contractor is an independent contractor, and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the Town.

### **PART 4 - CONTRACT DOCUMENTS**

4.01 The Contract Documents, which comprise the entire Construction Contract between the Town and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Request for Proposals  
Contractor's Proposal  
Notice of Award  
Notice to Proceed  
Construction Contract  
Construction Drawings  
Specifications  
Performance, Payment, Maintenance and Warranty Bond  
General Conditions, including table of contents  
Special Conditions (if included)  
Addendum  
Change Orders  
Insurance Certificates  
Tax-Exempt Certificates

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions and change orders or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a Modification, in writing, executed by the Town and the Contractor.

## **PART 5 - PROJECT MANAGER**

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the Town may designate in writing:

Name: Joshua Weber  
Address: 1628 Saints John Road, Keystone, CO, 80453  
Telephone: 970-450-350  
Email: jweber@keystoneco.gov

The Project Manager is authorized to represent and act as agent for the Town with respect to Town's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in Paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the Town having such approval authority pursuant to the Town's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the Town Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the Town.

## **PART 6 - ASSIGNMENT**

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

## **PART 7 - GOVERNING LAW AND VENUE**

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and Ordinances of the Town of Keystone.

7.02 This Construction Contract shall be deemed entered into in Summit County, State of Colorado, as the Town is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Summit County. Claims shall be resolved in accordance with the provisions in Paragraph 4.4 of the General Conditions.

## **PART 8 - LIQUIDATED DAMAGES**

8.01 The Town and the Contractor recognize that time is of the essence in this Construction Contract and that the Town will suffer financial loss if the Work is not substantially completed within the time specified in Paragraph 1.02 above, plus any extensions thereof allowed by the Town by written Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not substantially complete within the Contract Time. Accordingly, rather than requiring any such proof, the Town and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Town the applicable amount set forth in the General Conditions for each day that expires after the time specified in Paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the Town for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the Town's option, the Town may withhold all or any part of such liquidated damages from any payment due the Contractor.

## **PART 9 - MODIFICATIONS**

This Construction Contract shall be modified only by written Change Order or Modification agreed upon by the Parties hereto, duly issued in form approved by the Town Attorney and in conformance with the other Contract Documents.

## **PART 10 - CONTINGENCY**

This Construction Contract is expressly contingent upon the approval of the Town of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the Town, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she/they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances, and provisions herein set forth.

No officer or employee or agent of the Town shall be personally responsible for any liability arising under



or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, TOWN OF KEYSTONE, ATTENTION: JOSHUA WEBER, PROJECT MANAGER

**PART 11 – COUNTERPARTS; ELECTRONIC SIGNATURES**

This Construction Contract and Contract Documents may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes. Furthermore, the Parties agree that each may acknowledge signatures through electronic notarization.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract. All portions of the Contract Documents have been signed or identified by the Town and the Contractor.

**TOWN OF KEYSTONE, COLORADO**

Signed by:  
By: Kenneth D. Riley  
FFCC105F18734F9...  
Kenneth D. Riley, Mayor

**ATTEST:**

DocuSigned by:  
Madeline Sielev  
04E4BE3F50A1424  
Town Clerk or Deputy Town Clerk

**APPROVED AS TO FORM:**

Signed by:  
Jennifer Maden  
80751094A1B74EC  
For Town Attorney's Office

**DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT:**  
**PUBLIC WORKS DEPARTMENT**

**CONTRACTOR:**  
**COLUMBINE HILLS CONSTRUCTION, LLC**

By: James Letson  
Name: J a m e s L e t s o n  
Title: President